

INSURANCE

# brim

World Mastercard®

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These insurance products are underwritten by Royal & Sun Alliance Insurance Company of Canada.

## **OUT-OF-PROVINCE EMERGENCY TRAVEL MEDICAL INSURANCE 8-DAY COVERAGE IF AGE 64 OR UNDER**

### **PLEASE READ THIS CERTIFICATE CAREFULLY BEFORE YOU TRAVEL AND TAKE IT WITH YOU WHEN YOU TRAVEL.**

Royal & Sun Alliance Insurance Company of Canada (herein called the “Company”) provides the insurance for this certificate under Master Policy **PSI052693013** issued to Brim Financial Inc. (herein called “Brim”) and dated November 1, 2017 (herein called the “Policy”). Global Excel Management Inc. (herein called “Global Excel”) is the assistance and claims service provider under this coverage. This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

*You, your spouse and your dependent children* as defined herein automatically have emergency travel medical insurance coverage up to \$5,000,000 CDN, per person, per *trip*, and access to emergency travel services when *you* travel outside of *your province*. Coverage is provided for the first eight (8) consecutive days of *your trip* if *you* are age 64 or under or a *dependent* of a *cardmember* who is age 64 or under.

This certificate outlines what Out-of-Province Emergency Travel Medical Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world.

### **IMPORTANT NOTICE – PLEASE READ CAREFULLY**

- **Travel Insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read this certificate and understand your coverage before you travel as your insurance may be subject to certain limitations or exclusions. In particular, please read the section in this certificate entitled “What’s Not Covered.”**
- **A pre-existing condition exclusion applies to medical conditions and/or symptoms that existed prior to your trip. Check to see how this applies in your certificate of insurance and how it relates to your departure date.**
- **In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is made.**
- **Your insurance provides travel assistance. You are required to notify Global Excel Management Inc. prior to receiving treatment. Your insurance limits benefits should you not call Global Excel Management Inc. prior to receiving treatment.**
- **This Policy contains clauses which may limit the amounts payable.**
- **This Policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

### **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).

Some *treatments* require pre-approval in order to be covered (see section “What’s Not Covered” for details). If *you* do not contact Global Excel, the medical *treatment* *you* receive may not be covered by this insurance.

Emergency assistance is available 24 hours a day, 7 days a week. If in Canada or the U.S., call **1-833-429-2746** toll-free, or **+416-920-0938** collect from anywhere in the world.

If *you* do not call Global Excel before *you* seek emergency services, or if *you* choose to seek care from a non-approved medical service provider, *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, 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.

## **WHAT'S PROVIDED BY OUT-OF-PROVINCE EMERGENCY TRAVEL MEDICAL INSURANCE**

Out-of-Province Emergency Travel Medical Insurance provides *you* with insurance coverage for eligible emergency travel medical expenses. *You* can also receive emergency medical and travel services in most major languages when travelling outside *your* province.

The following emergency assistance services are provided:

### **MEDICAL ASSISTANCE SERVICES**

1. We help *you* find a *doctor, hospital or medical facility*;
2. We verify *your* coverage with the *hospital or medical facility* and arrange payments;
3. We monitor *your* medical treatment and keep *your* family, employer, etc., informed;
4. We arrange *your* transportation home if it is medically required;
5. 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;
6. We arrange for *your dependent children* to be looked after and to be flown home if *you* are hospitalized.

### **TRAVEL SERVICES**

1. We supply pre-trip information and assistance;
2. We help if *your* passport, airline ticket or baggage is lost;
3. We will refer *you* to a lawyer;
4. We arrange for emergency cash;
5. We pass along emergency messages between *you* and *your* family, friends and business associates.

Full details about these services and *your* insurance coverage terms can be found in this certificate.

### **DEFINITIONS**

Throughout this certificate, all *italicized* terms have the specific meaning described below:

**"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*) 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, step-parent, 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*.

## WHAT TO DO IN THE EVENT OF AN EMERGENCY

Before obtaining any medical services or advice, you must call Global Excel. Some treatments require pre-approval in order to be covered (see section "What's Not Covered" for details). If in Canada or the U.S., call toll free at **1-833-429-2746**, or call **+416-920-0938** collect from anywhere in the world.

The operator can 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. If you do not contact Global Excel, the medical treatment you receive may not be covered by this insurance.

## WHEN DOES COVERAGE BEGIN AND END?

For the purposes of this insurance, your trip begins when you leave your province. If you are flying your trip begins when you take off from your province. Proof of your departure date and return date is required.

For the purposes of this insurance, coverage ends at the earliest of:

- a) The date you have been absent from your province for more than eight (8) consecutive days;
- b) The date you return to your province;
- c) The date the cardmember's card account is no longer in good standing; or
- d) The date the Policy is terminated.

## WHAT'S COVERED

Unless stated otherwise, we will cover the reasonable and customary charges for each benefit listed below in the event of an emergency, which occurs while travelling outside your province.

**Accommodation in a Hospital or Medical Facility:** Costs for hospital or medical facility accommodation and 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.

**Doctor's bills:** Charges made by a doctor in excess of the amount paid by your government health insurance plan where permitted by law.

**Private registered nurse:** Charges for 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.

**Ground ambulance services:** Charges for ambulance services from the place of the illness or accident to the nearest medical facility able to provide the necessary treatment.

**Air ambulance services:** Charges for air transport between hospitals and for hospital admission in your province, if approved by us in advance.

**Paramedical services:** Charges to a maximum of \$300 each for the services of a licensed chiropractor, physiotherapist, chiropodist, podiatrist or osteopath when they are needed due to an emergency. The services that are covered include x-rays. Be sure to keep your receipts as they are required to make a claim.

**Diagnostic services:** Charges for laboratory tests and x-rays ordered by the doctor who is treating you.

Note: This policy does not cover 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.

**Prescriptions:** Charges for up to a 30-day supply of drugs and medicines that require the prescription of the attending doctor and are dispensed by a licensed pharmacist due to an emergency. Be sure to keep your receipts as they are required to make a claim.

**Medical appliances:** Charges for splints, crutches, casts, canes, trusses, walkers and/or temporary wheelchair rentals. The appliances must be obtained outside your province, ordered by the attending doctor, and must be required due to an emergency.

**Dental treatment:** Charges up to \$2,000 for emergency dental treatment at your trip destination to repair or replace your sound natural teeth injured as the result of an accidental blow to the face, provided you consult a physician or a dentist immediately following the injury and the treatment is received within the first eight (8) consecutive days of your trip. Charges up to \$200 per insured person for emergency relief of dental pain at trip destination. An accident report is required from the doctor or dentist for claims purposes. This benefit excludes crowns and root canals.

**Coming home:** Charges for one-way economy airfare by the most cost effective route, for your return home if you do not hold a valid, open return ticket, when medically necessary and specified in writing by the attending doctor. This includes extra charges if you need a stretcher and one-way economy airfare for a family member or travelling companion (if he/she is not holding a valid, open return air ticket) who is medically required to fly home with you. If the attending doctor or commercial airline specifies in writing that a qualified medical attendant must accompany you, charges for his/her round-trip economy airfare, overnight hotel, and meals will be covered. All of the above must be approved in advance by us.

**Care and return of Dependent Children:** If you are unable to attend to your dependent children as the result of hospitalization due to a medical emergency and they are travelling with you, we will arrange temporary care for them or provide them with one-way economy airfare (if they do not have a valid open return air ticket) to their province. Also, charges up to \$250 for incidental expenses that result from sending them home will be covered, if you submit all the original receipts with your claim.

**Transportation to bedside:** Charges for a family member or friend to:

- a) visit you if you are travelling alone and are confined for a minimum of 7 consecutive days in a hospital; or
- b) identify your remains in the case of your death.

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.

**Return of deceased:** If you die, charges for preparation and return to a funeral home on a regular public carrier to your province. Cost of coffin is not included. Charges of up to \$3,500 if you are buried or cremated in the place where you die.

**Meals and accommodation:** Up to \$250 a day, to a 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. The daily amount and the maximum refer to total expenditures for all persons covered, not to expenditures for each individual.

**Vehicle services:** Up to \$1,000 for your reasonable expenses for the return of a private or rental vehicle (which has not been used for commercial purposes) when the attending doctor specifies in writing you are unable to drive due to an emergency and if no other person travelling with you is able to return the vehicle. One-way economy airfare to your province, if a private vehicle (which has not been used for commercial purposes) is stolen or unable to be driven due to an accident.

**Incidental expenses:** Up to \$300 for charges for reasonable incidental expenses, e.g. television, 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.

**Automatic extension of benefits:** We will extend benefits to you and those travelling with you who are insured under this coverage while you are hospitalized for a covered medical emergency. We will also extend benefits to you and those travelling with you who are insured under this coverage for up to 72 hours following:

- a) Your discharge from a hospital;
- b) Expiry of coverage (if you are not hospitalized) when return has been delayed by order of the doctor due to an emergency; or
- c) Expiry 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.

**Regardless of the automatic extensions above, coverage will not continue beyond 365 days from your latest date of departure from your departure point in your province.**

## **WHAT'S NOT COVERED**

**We will not pay for expenses resulting from or related to:**

1. Any condition (other than a *minor ailment*) if in the 90 days before your departure date that condition or related condition has not been stable.
2. A heart condition if in the 90 days before your departure date any heart condition has not been stable.
3. A lung condition if in the 90 days before your departure date any lung condition has not been stable or you have been treated with home oxygen or taken oral steroids (for example, prednisone) for any lung condition.

## **OTHER EXCLUSIONS**

**We will not pay for expenses resulting from or related to:**

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.  
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.
2. Expenses incurred where you have chosen not to follow our instructions.
3. Elective *treatment*, meaning *treatment* that is not required due to an emergency, as determined by us, even if it is recommended by a doctor.
4. 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*.
5. Any *treatment*, investigation or surgery that is not due to an emergency.
6. 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.
7. Expenses for *treatment* which is experimental.
8. Expenses incurred if you have left your province for the purposes of receiving medical care or hospital services.
9. Any expenses related to a) routine pre-natal care, b) a child born 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.
10. Expenses which arise, directly or indirectly, from you committing or attempting to commit a criminal act as defined by local laws.
11. 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.
12. Expenses incurred due to act of civil disorder or war, whether it is declared or not.
13. 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.

14. Expenses incurred as a result of intentional self-inflicted injuries, suicide or attempted suicide.
15. Expenses incurred due to a disorder, disease, *condition* or symptom that is emotional, psychological or mental in nature unless *you* are hospitalized.
16. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by Global Excel.
17. 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.
18. 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.

## WHAT TO DO IF YOU NEED PRE-TRIP INFORMATION

If you need pre-trip information, simply call Global Excel. If in Canada or the U.S., call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world. 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, 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.

## ADDITIONAL INFORMATION ABOUT YOUR COVERAGE

1. This insurance provides coverage whenever *you* leave *your province*. *You* will be covered for the first eight (8) consecutive days of a *trip* if *you* are age 64 or under or a *dependent* of a *cardmember* who is age 64 or under, including the date *you* leave on *your trip*. *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 in the world.
2. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
3. Coverage is only available if *you* are a resident of Canada, while *you* are covered by a *government health insurance plan* and while *you* are travelling outside *your province*.
4. All payments to *you* are made in Canadian dollars. We will use the exchange rate that we determine to be in effect on the date of *your* claim or date the expense was incurred or paid. Payments are made by cheque payable to *you*, *your* estate, or the provider of the service.
5. All amounts are payable in Canadian funds and no amount payable shall carry interest.



6. In a medical *emergency* you must use the closest *hospital* or *medical facility* or the facility as determined by us. After the Company pays your health care provider or reimburses you for covered expenses, it 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, and you must repay to us any amount paid or authorized by the Company on your behalf if and when the Company determines that the amount was not payable under the terms of your Policy.
7. If another insurer insures you as well, we will coordinate with them to make sure the payments do not exceed the expenses you have incurred.
8. If you are retired and your former employer provides to you under an extended health insurance plan, a lifetime maximum coverage of:
  - a) \$50,000 or less, we will not coordinate payment with the coverage;
  - b) more than \$50,000, we will coordinate payment with the coverage only in excess of \$50,000.
9. If you are actively employed and your current employer provides to you under a group health insurance plan, a lifetime maximum coverage of:
  - a) \$50,000 or less, we will not coordinate payment with the coverage;
  - b) More than \$50,000, we will coordinate payment with the coverage only in excess of \$50,000.
10. We have the right to obtain from your *doctor* any pertinent medical records or information required to assess your claim.
11. We have the right, in consultation with the *doctor* who is treating you, to transfer you to another *hospital* or *medical facility* or back to your *province*. We are no longer liable for further expenses relating to your *treatment* if you refuse this transfer.
12. We are not responsible for the availability, quality or results of medical *treatment* or transportation, or your failure to obtain medical *treatment*.
13. Any information that has been misrepresented, or misstated to us by you or is incomplete may result in this certificate and your coverage being null and void, in which case no benefits will be paid.
14. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
15. No statements or representations made by employees of Brim, our employees, or our agents can vary the terms of this coverage.
16. If you incur expenses due to the fault of a third party, we may take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.
17. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of B.C., Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
18. The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard. The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## IN THE EVENT OF A CLAIM

To submit a claim, please call Global Excel: if in Canada or the U.S., call **1-833-429-2746** toll free or call **+416-920-0938** collect from anywhere in the world and the representative will tell you exactly what to do.

We will require proof of your *departure date* and return date. While airline tickets and customs

stamps are preferred, we will accept 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.

*You* must submit *your claim* to *us* within 90 days of the date the service was provided. No legal action may be brought to recover on this Policy until 90 days after the Company has been given written proof of loss.

## FLIGHT DELAY AND BAGGAGE DELAY INSURANCE

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This certificate outlines what Flight Delay and Baggage Delay Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that *you* read and understand this certificate as *your coverage* is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world. Global Excel can be contacted 24 hours a day, 7 days a week.

## DEFINITIONS

Throughout this certificate all *italicized terms* have the specific meaning described below:

**"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 Company.

**“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 Company.

**“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 pre-paid 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 pre-paid 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*.

## DESCRIPTION OF BENEFITS

### PART 1 – FLIGHT DELAY, TRANSPORTATION EXPENSE & ENTERTAINMENT EXPENSES

#### FLIGHT DELAY/MISSED CONNECTION

The Company will reimburse the *cardmember* for *reasonable living expenses* incurred by the *insured person* during the period of flight delay/misled connection up to \$500 per day, subject to an *aggregate limit* of \$1,000 provided that:

- a) The *full fare* for the delayed flight was charged to the *card*;
- b) 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
- c) The delayed flight was a scheduled service by an airline;
- d) 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
- e) The *insured person* provides receipts for *reasonable living expenses*.

#### TRANSPORTATION EXPENSE

The Company will reimburse the *cardmember* up to an *aggregate limit* of \$100 for ground transportation expenses of the *insured person* if:

- a) As a result of a covered outbound flight delay/misled connection, the *insured person* returns directly to either the *insured person’s* principal residence or a place of overnight accommodation; and
- b) As a result of a covered return flight delay/misled connection, the *insured person* travels to a place of overnight accommodation.

#### ENTERTAINMENT EXPENSES

The Company will reimburse the *cardmember* up to an *aggregate limit* of \$100 for entertainment expenses incurred by the *insured person* if, as the result of a covered flight delay/misled connection,

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.

TO CLAIM FOR BENEFITS, as described in Part 1, the following must be submitted to us:

- a) Verification by the airline of the delay, including the reason for and duration of the delay; and any compensation issued;
- b) Original itemized expense receipts;
- c) 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
- d) A copy of the airline ticket.

## **PART 2 – DELAY OF CHECKED BAGGAGE**

The Company 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:

- a) 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;
- b) Such baggage was unavoidably delayed by an airline in excess of six (6) hours; and
- c) 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*.**

TO CLAIM FOR BENEFITS, as described in Part 2, the following must be submitted to us:

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

## **EXCLUSIONS**

The Policy does not cover loss caused by or resulting from:

1. Any act of declared or undeclared war;
2. 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 Part 2 only).

## **TIME OF COVERAGE**

### **COVERAGE BEGINS:**

The insurance begins automatically at the latest of the following:

1. The date the Policy is effective;
2. The date the *cardmember* falls within the definition of an *insured person*.

### **COVERAGE ENDS:**

The insurance ends automatically at the earliest of any of the following:

- a) The date the Policy is terminated;
- b) The date the *cardmember* no longer falls within the definition of an *insured person*;
- c) The date the *cardmember's card* account is no longer in *good standing*.

## NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

### TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world.

1. **Notice of Claim:** 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.
2. **Payment of Claims:** All benefits will be paid to the *cardmember*.
3. **Legal Actions:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *cardmember's* province of residence.

### GENERAL PROVISIONS

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All amounts are payable in Canadian funds and no amount payable shall carry interest.
3. Any information that has been misrepresented, or misstated to us by you or is incomplete may result in this certificate and your coverage being null and void, in which case no benefits will be paid.
4. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
5. No statements or representations made by employees of Brim, our employees, or our agents can vary the terms of this coverage.
6. The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.  
The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## LOST OR STOLEN BAGGAGE INSURANCE

### PLEASE READ THIS CERTIFICATE CAREFULLY BEFORE YOU TRAVEL AND TAKE IT WITH YOU WHEN YOU TRAVEL.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PSI052693352** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). Global Excel Management Inc. (herein called "Global Excel") is the assistance and claims service provider under this coverage. This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what Lost or Stolen Baggage Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that you read and understand this certificate as your coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world. Global Excel

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

## DEFINITIONS

Throughout this certificate, all italicized terms have the specific meaning described below.

“**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*.

## WHEN DOES COVERAGE BEGIN AND END?

Coverage begins when the baggage has been checked-in and is in the care, custody and control of a scheduled airline or charter airline, and for carry-on baggage when the *insured person* boards the aircraft, provided that the *full fare* of the airline ticket is charged in advance to the *cardmember's card*.

Coverage ends on the earliest of:

1. the time when such 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;
2. the date the *cardmember's card* account is no longer in *good standing*; or
3. the date the Policy terminates.

## WHAT IS COVERED AND WHAT ARE THE BENEFITS

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, when the *full fare* is paid with the *card*.

**Benefits are payable up to \$1,000 per insured person to a maximum payable for any one occurrence of \$2,000 for all insured persons combined.**

Of the \$2,000 limit of coverage, jewellery is limited to no more than \$300 per *occurrence* and no

more than \$250 per occurrence will apply to golf clubs, including golf bags.

## GENERAL EXCLUSIONS

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

1. Loss or damage to contact lenses, eyeglasses, sunglasses, artificial teeth and 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.

## HOW DO YOU SUBMIT A CLAIM?

1. You must file your claim with us within thirty (30) days of the occurrence.
2. If you need a Claim & Authorization form, please contact our Claims Department at:

**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).

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

## WHAT OTHER TERMS SHOULD YOU KNOW ABOUT?

1. This certificate contains only the principal provisions of the Policy. In the event of any conflict, the Policy shall govern, subject to any applicable law to the contrary.
2. This coverage is excess insurance and we are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under this coverage.
3. If you are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to you by all insurers cannot exceed the actual expense that you have incurred. We will coordinate the payment of benefits with all insurers from whom you

are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.

4. If you incur expenses covered under this insurance due to the fault of a third party, we may take action against the party at fault. You agree to cooperate fully with us and to allow us, at our own expense, to bring a law suit in your name against the third party. If you recover against a third party, you agree to hold in trust sufficient funds to reimburse us for the amounts paid under the insurance.
5. Any information that has been misrepresented, or misstated to us by you or is incomplete may result in this certificate and your coverage being null and void, in which case, no benefits will be paid.
6. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
7. No statements or representations made by employees of Brim, our employees, or our agents can vary the terms of this coverage.
8. Any claim for loss or damage covered under this certificate will be adjusted and paid when satisfactory proof of the loss or damage is provided to us. You must provide proof of loss and the values of the items lost or damaged to us. All benefits will be paid to the *insured person*.
9. We will not pay more than the lesser of the following amounts:
  - a) The actual replacement cost of the property at the time of loss or damage;
  - b) The amount for which the property could be replaced with property of like kind and quality, if an identical replacement cannot reasonably be obtained;
  - c) The actual cash value of the item at the time of loss should it not be replaced;
  - d) The amount for which the property could be repaired to its condition prior to the damage;
  - e) The maximum benefit applicable under this certificate.
10. All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency. This insurance will not pay for any interest or any fluctuations in the exchange rate.
11. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *cardmember's* province of residence.
12. The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## **HOTEL/MOTEL BURGLARY INSURANCE**

### **PLEASE READ THIS CERTIFICATE CAREFULLY BEFORE YOU TRAVEL AND TAKE IT WITH YOU WHEN YOU TRAVEL.**

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PSI052709430** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). Global Excel Management Inc. (herein called "Global Excel") is the assistance and claims service provider under this coverage. This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.



This certificate outlines what Hotel/Motel Burglary Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that *you* read and understand this certificate as *your* coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world. Global Excel can be contacted 24 hours a day, 7 days a week.

## DEFINITIONS

Throughout this certificate all *italicized* terms have the specific meaning described below:

**"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 this Policy and as further defined later in this 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*.

## DESCRIPTION OF COVERAGE – HOTEL/MOTEL BURGLARY

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 the *cardmember* for the damage to or loss of *your* personal items (excluding cash) upon receipt of due proof of loss or damage. Coverage is available if the *hotel/motel* room has been paid in full by being charged to the *card*, reserved on the *card* initially and paid in full by being charged to the *card* upon check out or paid for with points from the *card* reward program. 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. This coverage shall be excess to all *other insurance* or indemnity available to *you*. The maximum benefit payable for all *insured persons'* claims combined under this coverage is \$500 per *burglary* occurrence.

## TIME OF COVERAGE

### COVERAGE BEGINS:

The insurance begins automatically at the latest of the following:

1. The date the Policy is effective;
2. The date the *cardmember* falls within the definition of an *insured person*;
3. 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.

### COVERAGE ENDS:

The insurance ends automatically at the earliest of the following:

1. The date the Policy is terminated;
2. The date the *cardmember* no longer falls within the definition of an *insured person*;
3. The date the *cardmember's card* account is no longer in *good standing*;
4. The time you check out from your *hotel/motel* room.

## EXCLUSIONS AND LIMITATIONS

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

- a) Any act of declared or undeclared war;
- b) Any criminal act by the *insured person*;
- c) Confiscation, expropriation or detention by any government, public authority, customs or other official;
- d) Nuclear fuel or waste, or the combustion of nuclear fuels;
- e) The loss or damage of cash, traveller's cheques, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind;
- f) The loss or damage of china, glass, fragile or brittle articles, statuary, paintings, objects d'art, antiques, household effects or furnishings;
- g) Your failure to take reasonable precautions to safeguard your personal property or to secure your *hotel/motel* room; or
- h) The taking of or damage to your personal property as a result of unlawful entry into any place other than your *hotel/motel* premises.

## NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

### TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or the U.S., please call: **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world.

The *insured person* must provide details to substantiate the loss, theft or damage; failing to do so may result in denial of the claim. 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.

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 Company for the repair services and the repair facility to be used. At the Company'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 Company. The Company's payment made in good faith with respect to a claim will discharge the Company to the extent of the claim.

## WRITTEN PROOF

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; and
- Original receipts for repaired or replaced items.

**In case of an occurrence or loss covered by the Policy, the following requirements must be complied with. Failure to comply with these conditions shall invalidate any claims under the Policy.**

- a) The *insured person* must notify us as provided above;
- b) The *insured person* must take all reasonable steps to protect, save or recover the property;
- c) The *insured person* must promptly notify the police (copy of such notice is necessary to validate the claim); and
- d) 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**

## **SETTLEMENT**

The Company will not pay more than the lessor of the following amounts:

- a) The actual replacement value of the property, at the time of theft or damage;
- b) The amount for which the property could be replaced with property of like kind and quality, if an identical replacement cannot reasonably be obtained;
- c) The cost of repairing the property to its condition prior to the damage; or
- d) The maximum benefit applicable under the Policy.

Claims are valid only if the *insured person* was covered under the Policy at the time of loss.

## **CANADIAN CURRENCY**

All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency.

## **OTHER INSURANCE**

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. This Policy is not a substitute for *other insurance* and covers *insured persons* only to the extent a permitted claim exceeds the coverage of *other insurance*. This Policy also provides coverage for the amount of the deductible of *other insurance*. The coverage afforded by the Company takes effect only when the limits of the *other insurance* have been reached and paid to the *insured person*, regardless of whether the *other insurance* contains provisions purporting to make the coverage of such *other insurance* non-contributory or excess.

## **SUBROGATION**

As a condition to the payment of any claim to a *cardmember* under the Policy, the *insured person* shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the *insured person* has against all other parties for the loss. The *insured person* shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the *insured person*.

## **DUE DILIGENCE**

The *insured person* shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by Hotel/Motel Burglary Insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due to a malicious act, *burglary*, robbery, or is suspected to be so due, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the loss report prior to settlement to a claim.

## FALSE 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.

## LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *cardmember's* province of residence.

## SANCTIONS

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## CAR RENTAL COLLISION/LOSS DAMAGE INSURANCE

### PLEASE READ THIS CERTIFICATE CAREFULLY AND TAKE IT WITH YOU WHEN YOU TRAVEL.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PSI052693939** issued to Brim Financial Inc. (herein called Brim) and dated November 1, 2017 (herein called the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of the Company and Brim at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what Car Rental Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when a *cardmember* rents and operates a *rental auto* but does not accept the Collision Damage Waiver (CDW), Loss Damage Waiver (LDW), or their equivalent offered by a *rental agency*. It also provides instructions on how to make a claim. It is important that you read and understand this certificate as coverage is subject to certain limitations or exclusions.

**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 damage to property coverage. This certificate only covers theft, loss or damage to the rental auto as stipulated herein.**

A *rental agency* has no obligation to explain the Car Rental Collision/Loss Damage Insurance coverage to the *cardmember*. It is important to note that a *rental agency* may not classify vehicles, especially *mini-vans*, in the same manner as the Company. The *cardmember* should confirm with Royal & Sun Alliance Insurance Company that their *rental auto* has coverage under this certificate. Confirmation of coverage under the Policy or any questions concerning the details included herein, should be directed to the Company at **1-833-429-2746** (in Canada or the United States) or call collect **+416-920-0938** (anywhere else in the world).

No coverage will be provided under this insurance if the Manufacturer's Suggested Retail Price (MSRP) of the *rental auto*, in its model year, is 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.

## **PART I      DEFINITIONS**

Throughout this certificate all *italicized* terms have the specific meaning described below:

**“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 Company 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 this 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.

**“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.

**“Gross Vehicle Weight”** means the weight of the complete *mini-van* plus the maximum load that it has been designed to carry.

**“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 this certificate.

**“Rental Agency”** means an auto rental agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this 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.

## **PART II      TERMS OF COVERAGE**

### **A. WHEN COVERAGE BEGINS:**

All coverage for an eligible *cardmember* will take effect at the time the *cardmember* legally takes control of the *rental auto*.

### **B. WHEN COVERAGE ENDS:**

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

1. When the *Rental agency* resumes control of the *rental auto*;
2. When a *cardmember* is no longer defined as a *cardmember* or *principal driver* as stated in this certificate;
3. The date the *cardmember's card* account is no longer in *good standing*; or
4. 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 until the *cardmember* returns the *rental auto* to the *rental agency*, provided the total rental period does not exceed the *coverage period*.

Please note that the *cardmember's* responsibility for the *rental auto* does not terminate by simply dropping off the keys at the *rental agency* or other drop box. Any damages between that time and the time the *rental agency* staff complete their Inspection Report will be held to the *cardmember's* responsibility, so whenever possible the *cardmember* should arrange to be present when the *rental agency* conducts their final inspection of the *rental auto*.

## **PART III      DESCRIPTION OF COVERAGE**

The Car Rental Collision/Loss Damage Insurance compensates the *cardmember* or a *rental agency* for theft, loss and damage, up 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 following conditions must be satisfied for coverage to be in effect:

1. A *cardmember* must initiate and complete the entire rental transaction with the same valid *card*. The full cost, including applicable taxes, of the rental, 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*;
2. Only a *cardmember* can rent the *rental auto* and decline the *rental agency's* CDW, LDW or an equivalent coverage offering. Anyone other than the *cardmember* doing so would void 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 Company 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*;

3. 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*;
4. 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;
5. 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 and described in the exclusion section titled **"The following vehicles are excluded from coverage under this Certificate"**;
6. 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;
7. The length of time the *cardmember* rents the same *rental auto* must not exceed forty-eight (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;
8. The *cardmember* and/or *eligible person* has not been indemnified for damages or expenses covered under the Policy by or through personal insurance.

#### **PART IV      EXCLUSIONS**

This certificate 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 person* 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.

**N.B. It must be noted that 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 Certificate.**

**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.

**The following vehicles are excluded from coverage under this certificate:**

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 hand made, 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.

**PART V IN THE EVENT OF A CLAIM**

All claims must be reported within 48 hours of the theft, loss and damage occurring by calling **1-833-429-2746** (in Canada or the United States) or by calling collect **+416-920-0938** (anywhere else in the world).

The rental auto must be carefully checked for scratches or dents before and after the cardmember rents the vehicle. They should be sure to 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 phone one of the numbers provided 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.

It is important to note that the *cardmember* will remain responsible for the theft, loss and damage and that they may be contacted in the future to answer inquiries during the claim process.

If a *cardmember* is making a claim, their claim must be submitted with as much documentation as possible, as requested below, within 45 days of discovering the theft, loss and damage.

The following claim documentation is required:

- 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;
- 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**).

## **ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this certificate.

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All amounts are payable in Canadian funds and no amount payable shall carry interest.
3. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
4. No statements or representations made by employees of Brim or employees or agents of the Company can vary the terms of this coverage.

## **LEGAL ACTIONS**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *cardmember's* province of residence.

## **CANADIAN CURRENCY**

All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency.

## **DISAGREEMENT OVER SIZE OF LOSS**

If there is a disagreement about the amount of the loss, either the *cardmember* or the Company can make a written demand for an appraisal. After the demand, the *cardmember* selects a competent appraiser and the Company selects a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The *cardmember* must pay the appraiser he or she chooses. The Company will pay

the appraiser they chose. The *cardmember* will share with the Company the cost of the arbitrator and the appraisal process.

## SUBROGATION

To the extent the Company pays for a loss suffered by a *cardmember*, the Company will take over the rights and remedies the *cardmember* had relating to the loss. This is known as subrogation. The *cardmember* must help the Company preserve their rights against those responsible for the Company's loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over a *cardmember's* rights, the *cardmember* must sign an appropriate subrogation form supplied by the Company.

## SANCTIONS

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## CAR RENTAL PERSONAL EFFECTS INSURANCE

### PLEASE READ THIS CERTIFICATE CAREFULLY AND TAKE IT WITH YOU WHEN YOU TRAVEL.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PS1052709457** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of the Company and Brim at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what Car Rental Personal Effects Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that you read and understand this certificate as your coverage is subject to certain limitations or exclusions.

Any questions concerning the details included herein, should be directed to the Company at **1-833-429-2746** (in Canada or the United States) or call collect **+416-920-0938** (anywhere else in the world).

## PART I DEFINITIONS

Throughout this certificate all *italicized* terms have the specific meaning described below:

**"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.

## **PART II TERMS OF COVERAGE**

### **A. WHEN COVERAGE BEGINS:**

All coverage for eligible *cardmembers* will take effect at the time the *cardmember* legally takes control of the *rental auto*.

### **B. WHEN COVERAGE ENDS:**

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

1. The *rental agency* resumes control of the *rental auto*;
2. When a *cardmember* is no longer defined as a *cardmember* as stated in this Certificate; or
3. 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 until the *cardmember* returns the *rental auto* to the *rental agency*, provided the total rental period does not exceed the *coverage period*;

## **PART III DESCRIPTION OF COVERAGE**

This insurance covers *burglary* or damage to *personal effects* belonging to a *cardmember* while such *personal effects* are in transit in the *rental auto* during the *coverage period*. When travelling with the *cardmember*, coverage also extends to the *cardmember's spouse* and *dependent children's personal effects*.

Benefits are payable up to \$1,000 per *cardmember*, *spouse* or *dependent child* and the maximum benefit payable under this coverage in respect of any one *occurrence* is \$2,000. The *cardmember* must notify the police immediately upon the discovery of the loss.

This coverage is activated when the *cardmember* takes possession of the *rental auto* and fully charges the cost of the *rental auto* to his/her *card*. A *cardmember* is also covered if points earned under the *card* reward program are used to pay for the rental and any charges not paid for with points from the *card* reward program including the applicable taxes have been charged to their *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.

The length of time the *cardmember* rents the same vehicle 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.

## **PART IV EXCLUSIONS**

### **PROPERTY NOT COVERED**

*Personal effects* do not include *household property*, vehicles of any kind or their equipment (except motorized wheelchairs), money (whether paper or coin), travelers cheques, bullion, bank notes, deeds, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables, medals or other numismatic property, animals or living plants.

*Personal effects* in tax-free cars are not covered.

*Burglary* or damage resulting directly or indirectly from the following is NOT covered: (a) mysterious disappearance, (b) lost items, (c) hostilities of any kind, including but not limited to war, invasion, rebellion, civil disobedience, terrorism or insurrection, (d) any property illegally acquired or kept, (e) any property lawfully seized or confiscated, (f) loss or damage caused by the *cardmember*, (g) occurring due to any process or while being worked upon, (h) normal wear and tear, (i) flood, (j) earthquake, (k) radioactive contamination, (l) fraud, (m) abuse (n) faulty workmanship or inherent defect; or (o) 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 valid insurance, indemnity or protection available to the *cardmember*, their *spouse* and *dependent children* in respect of the item subject to the claim. The Company will be liable only for the excess of the amount of the *burglary* or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate. This coverage will not apply as contributing insurance, and this "non-contribution" shall supersede despite any "non-contribution provision" in other insurance indemnity or protection policies or contracts.

## **PART V      IN THE EVENT OF A CLAIM**

All claims must be reported within 48 hours of the *occurrence* by calling **1-833-429-2746** (in Canada or the United States) or by calling collect **+416-920-0938** (anywhere else in the world).

The *cardmember's* claim must be submitted with the documentation requested below, within 30 days of discovering the *burglary* or damage. The following claim documentation is required:

- 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;
- Declaration page 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**.

## **ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this certificate.

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All amounts are payable in Canadian funds and no amount payable shall carry interest.
3. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
4. No statements or representations made by employees of Brim or employees or agents of the Company can vary the terms of this coverage.

## **LEGAL ACTIONS**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *cardmember's* province of residence.

## CANADIAN CURRENCY

All payments shall be payable in the lawful currency of Canada. All benefits limits indicated are in Canadian currency.

## DISAGREEMENT OVER SIZE OF LOSS

If there is a disagreement about the amount of the loss, either the *cardmember* or the Company can make a written demand for an appraisal. After the demand, the *cardmember* selects a competent appraiser and the Company selects a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The *cardmember* must pay the appraiser he or she chooses. The Company will pay the appraiser they chose. The *cardmember* will share with the Company the cost of the arbitrator and the appraisal process.

## SUBROGATION

To the extent the Company pays for a loss suffered by a *cardmember*, the Company will take over the rights and remedies the *cardmember* had relating to the loss. This is known as subrogation. The *cardmember* must help the Company preserve their rights against those responsible for the Company's loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over a *cardmember's* rights, the *cardmember* must sign an appropriate subrogation form supplied by the Company.

## SANCTIONS

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## CAR RENTAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### PLEASE READ THIS CERTIFICATE CAREFULLY BEFORE YOU TRAVEL AND TAKE IT WITH YOU WHEN YOU TRAVEL.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PS1052697327** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

The Company hereby certifies that until coverage is terminated in accordance with the provisions of the Policy, in consideration of the payment of premium by Brim, all valid *insureds* are insured under and subject to all Definitions, Terms, Description of Coverage, Limitations and Exclusions of this certificate and the Policy.

The coverage described in this certificate 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.

This certificate provides coverage if you sustain an *injury* as a result of an accident, as described in more detail below.

**This Policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

## **PART I: DEFINITIONS**

Throughout this certificate all *italicized* terms have the specific meaning described below:

**“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 day 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 this 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 Company, 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 Company. The *insured's* inability to actually obtain employment is not a criteria 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.

## **PART II: TERM OF COVERAGE**

### **A. WHEN AN INSURED'S COVERAGE BEGINS**

All coverage for an eligible *cardmember* and their *spouse* or *dependent children* will take effect at the time the *insured* legally takes control of the covered *rental auto*.



## B. WHEN AN INSURED'S COVERAGE ENDS

Coverage of a *cardmember* and their *spouse* and *dependent children* will end at the earliest of the following:

1. the date on which the Policy terminates, except that coverage in effect at the time of such termination will be continued on outstanding rentals until the *insured* returns the *rental auto* to the *rental agency*, provided the total rental period does not exceed the *coverage period*;
2. the date the *cardmember* ceases to fall within the definition of *insured*;
3. The date the *card* account is no longer in *good standing*; or
4. at the time the rental agency or anyone acting on behalf of the rental agency resumes control of the rental auto.

## PART III: DESCRIPTION AND SCOPE OF COVERAGE

The Company will pay the *insured*, if living, and otherwise to the *insured's* estate, a benefit when the *insured* sustains an *injury* (Note: the definition of injury refers to accident) at any time during the *coverage period* which results in accidental death or other covered loss under the Schedule of Benefits. The injury must occur while the *insured* is riding in, driving, boarding or alighting from the *covered rental auto*. The loss must occur within three hundred and sixty-five (365) days after the date of the accident.

If more than one (1) Loss is sustained as the result of any accident, only one (1) benefit shall be payable, the largest.

### 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

## **PART IV: LIMITATIONS AND EXCLUSIONS**

### **A. LIMITATIONS**

The aggregate limit payable per any one *insured* is \$100,000 Canadian per any one accident. The overall aggregate limit per any one accident is \$300,000 Canadian for all *insureds* under this certificate. If two or more *insureds* suffer an *injury* in any one accident covered hereunder, the maximum amount payable by the Company for all such *injuries* shall not exceed \$300,000 Canadian, and the benefits payable with respect to each injured *insured* shall be a portion of the benefits to which they would otherwise be entitled.

### **B. EXCLUSIONS**

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.

### **PART V: BENEFICIARY**

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*.

### **PART VI: GENERAL PROVISIONS**

**REPORTING OF A CLAIM.** The *insured* must report the accident to the Company.

If in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world.

#### **Initial Notification:**

The claimant (the *insured* or someone acting for the *insured*) must notify the Company, its agents, or any authorized claims agent of the Company of the loss within forty-eight (48) hours of the loss or as soon thereafter as reasonably possible. Failure to comply with these conditions within the times required shall invalidate any claims under this Certificate. Initial Notification shall include but may not be limited to:

- a) The *card's* name, the *insured's* name and the *card* number;
- b) The date of loss;
- c) The *rental agency's* name, phone number and address;
- d) A description of the accident;
- e) The police report and the names of the injured or deceased persons;
- f) The Policy number (**PSI052697327**).

#### **Written Proof:**

Written proof of loss must be furnished to the Company, its agents, or any authorized claims agent of the Company within forty-five (45) days from the date of loss. This must be a detailed sworn statement.

Written Proof of Loss may include but may not be limited to:

- a) A completed claim form;
- b) A copy of the *rental agreement*;
- c) A copy of charge slip or machine generated receipt to show rental was charged and paid for with the appropriate *card*;
- d) A notarized copy of the death certificate;
- e) A copy of the police accident report, and
- f) A doctor's report or a Coroner's report.

Correspondence should be sent to the Company. The mailing address is:

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

## **ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this certificate.

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All amounts are payable in Canadian funds and no amount payable shall carry interest.
3. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
4. No statements or representations made by employees of Brim or employees or agents of the Company can vary the terms of this coverage.

## **LIMITATION OF ACTIONS**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

## **LEGAL ACTIONS**

No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss.

## **RIGHT OF EXAMINATION**

The Company has the right, and any *insured* making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending, and also in the case of the Loss of Life of an *insured*, to make an autopsy subject to any law of the *insured's* province of residence relating to autopsies.

## **WHEN MONEY PAYABLE**

The Company shall pay, within sixty (60) days after it has received sufficient proof of claim and the person entitled to benefits in connection with such claim, all money payable under this certificate.

## **CURRENCY**

All moneys payable under this Certificate are payable in the lawful money of Canada unless otherwise stated.

## **GOVERNING LAW**

The relationship between the Company and Brim shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The relationship between the Company and any *insured* shall be subject to the laws of the *insured's* Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

## CONFORMITY WITH APPLICABLE LAW

Any provision of this Certificate, which is in conflict with any federal, provincial, territorial or other applicable law of an *insured's* province or territory of residence, is hereby amended to conform to the minimum requirements of that law.

## SANCTIONS

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## \$150,000 COMMON CARRIER ACCIDENT INSURANCE

### PLEASE READ THIS CERTIFICATE CAREFULLY BEFORE YOU TRAVEL AND TAKE IT WITH YOU WHEN YOU TRAVEL.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") certifies that the persons described below (herein individually called the "*insured person*") are insured against a loss specified in the Schedule of Accidental Losses, resulting directly and independently of all other causes from *accidental bodily injury* which arises within the Scope of Coverage, and is suffered by an *insured person* while Master Policy **PS1052693797** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy") is in force, to the extent set forth in the Policy, subject to all of its provisions. This is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what \$150,000 Common Carrier Accident Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that you read and understand this certificate as your coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call **1-833-429-2746** toll free. Call: **+416-920-0938** collect from anywhere in the world.

**This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

## DEFINITIONS

Throughout this certificate all *italicized* terms have the specific meaning described below:

**"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 Company.

**"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 pre-paid 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 pre-paid with the *card* and clearly identified as an inherent part of such travel itinerary package *full fare*.

## SCOPE OF COVERAGE

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*.

## DESCRIPTION OF BENEFITS

If *accidental bodily injury*, directly and independently of all other causes, results in any of the following losses within three hundred and sixty-five (365) days after the date of a covered accident, as described in the Scope of Coverage, the Company will pay a benefit for the *loss* based on the applicable amount from the table below:

## SCHEDULE OF ACCIDENTAL LOSSES

### Amount

Loss of life	\$150,000
Quadriplegia (both upper and lower limbs)	\$150,000
Paraplegia (both lower limbs)	\$150,000
Hemiplegia (upper and lower limbs of one side of body)	\$150,000
Loss of speech	\$150,000
Loss of hearing	\$150,000
Loss or loss of use of one arm or one leg	\$112,500
Loss or loss of use of one hand or one foot	\$75,000
Loss of sight of one eye	\$75,000
Loss or loss of use of thumb and index finger of the same hand	\$37,500

The maximum indemnity payable to an *insured person* resulting from one (1) accident, regardless of the number of losses, is limited to five hundred thousand dollars (\$500,000).

## EXPOSURE AND DISAPPEARANCE

Unavoidable exposure to the elements will be covered as any other *loss*, provided such exposure is sustained within the Scope of Coverage. The *insured person* will be presumed to have suffered accidental loss of life if the *insured person's* body is not found within one (1) year after the disappearance, stranding, sinking or wrecking of any *common carrier* onboard which the *insured person* was riding at the time of the accident, subject to all other terms of the Policy.

## EXCLUSIONS

The Policy does not cover *loss* 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 Company) 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.

## INDIVIDUAL TERMINATION OF INSURANCE

The insurance coverage of any *insured person* shall terminate on the earliest of the following:

- a) When the *insured person* has alighted from a *common carrier* and has departed from the terminal, station, pier or airport;
- b) The date the Policy is terminated; or
- c) The date the *card* account is no longer in *good standing*.

## NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world.

When the Company is told of a claim, they will provide the claimant forms for filing proof of loss.

Notice of claim must be given to the Company as soon as reasonably possible. Where possible, written notice should be given to the Company 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*.

Benefits payable under the Policy for any loss will be paid upon receipt of due proof of loss.

## **GENERAL PROVISIONS**

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All sums payable under this certificate shall be in the legal currency of Canada.
3. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
4. No statements or representations made by employees of Brim, or employees or agents of the Company can vary the terms of this coverage.
5. The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.  
The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## **BENEFICIARY**

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 Company, at its expense, has the right to have the *insured person* examined as often as reasonably necessary while a claim is pending. It may also conduct an autopsy unless prohibited by law.

## **LEGAL ACTION**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

## **PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE**

### **PLEASE READ THIS CERTIFICATE CAREFULLY.**

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PSI052693963** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what Purchase Security & Extended Warranty Insurance is and what

is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that you read and understand this certificate as your coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or Continental U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere else in the world.

## DEFINITIONS

Throughout this certificate all *italicized* terms have the specific meaning described below:

**"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 this Policy and as further defined in Section 5 of this 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.

## PURCHASE SECURITY

- a) **Coverage** – The Purchase Security feature automatically, without registration, protects most *insured items* of personal property when the full *purchase price* is charged to the *card* by insuring the item for ninety (90) days from the date of purchase in the event of theft or direct physical damage, anywhere in the world, if the item is not covered by *other insurance*. If the item is stolen or damaged, it will be replaced, repaired, or the *cardmember* will be reimbursed, at the discretion of the Company. Items the *cardmember* gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the Policy.
- b) **Limitations** – Indemnification for loss is limited to \$1,000 *per cardmember per occurrence* (even if the *occurrence* involves more than one *insured item*) and is further subject to the terms, conditions and exclusions set forth in this certificate.
- c) **Excluded Items** – Purchase Security does not provide coverage for the following items: items purchased by or for use by a business for commercial purposes, inherent product defects, travellers' cheques, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, 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, parts, accessories and labour thereof. Jewellery in baggage is covered only if hand carried by the *cardmember* or by a person travelling with the *cardmember* previously known to the *cardmember*. Jewellery stolen from baggage not hand carried is not covered unless the *cardmember's* baggage is stolen in its entirety; in which case, the loss is subject to a limitation of \$1,000 *per occurrence*.



## EXTENDED WARRANTY INSURANCE

- a) **Coverage** – The Extended Warranty Insurance feature automatically, without registration, provides *cardmembers* with double 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 when the full *purchase price* is charged to the *card* and the original *manufacturer's warranty* is honoured in Canada or the United States. Valid warranties of up to five (5) years are eligible under this Extended Warranty Insurance. Items the *cardmember* gives as gifts are covered under Extended Warranty Insurance subject to compliance with the terms and conditions of the Policy.
- b) **Excluded Items** – 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, and parts and accessories thereof; services; dealer and assembler warranties, normal wear and tear, used and pre-owned items, including demos, normal course of play, 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 under the *manufacturer's warranty*.

## ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS APPLICABLE TO PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE

- a) **Limits of Liability** – There is a maximum total limit of liability per *cardmember* of \$25,000 per policy year for claims under Purchase Security & Extended Warranty Insurance combined in respect of all Brim cards held by a *cardmember*. The *cardmember* is 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 the *cardmember's* credit limit as authorized by Brim. Claims for *insured items* belonging to and purchased as a pair or set will be paid for at the full *purchase price* of the pair or set providing that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of a pair or set are usable individually, liability will be limited to 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. The Company, at its sole option, may elect to (a) repair, rebuild, or replace the stolen or damaged item (whether in whole or in part) or (b) pay cash for said item, not exceeding the *purchase price* thereof and subject to the exclusions, terms and limits of liability as stated in the Policy.
- b) **Exclusions** – 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) are not covered under Purchase Security & Extended Warranty Insurance nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

## OTHER INSURANCE

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributory insurance. This Policy is not a substitute for *other insurance* and covers *cardmembers* only to the extent a permitted claim for an *insured item* exceeds the coverage of *other insurance*. This Policy also provides coverage for the amount of the deductible of *other insurance*. The coverage afforded by the Company takes effect only when the limits of the *other insurance* have been reached and paid to the *cardmember* regardless of whether the *other insurance* contains provisions purporting to make the coverage of such *other insurance* non-contributory or excess.

## SUBROGATION

As a condition to the payment of any claim to a *cardmember* under the Policy, the *cardmember* shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the loss. The *cardmember* shall give the Company all such assistance as the Company may reasonably require to secure its

rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the *cardmember*.

## **BENEFITS TO CARDMEMBER ONLY**

This protection shall enure only to the benefit of the *cardmember*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The *cardmember* shall not assign these benefits without prior written approval of the Company. Permission is granted for the *cardmember* to transfer benefits on gifts as provided in this certificate and the Policy.

## **DUE DILIGENCE**

The *cardmember* shall use diligence and do all things reasonable to avoid or diminish any theft of or damage to property protected by Purchase Security & Extended Warranty Insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the Loss Report prior to settlement to a claim.

## **FALSE 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.

## **LEGAL ACTION**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *cardmember's* province of residence.

## **SANCTIONS**

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## **NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS**

### **TO SUBMIT A CLAIM, PLEASE CALL:**

If 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.

Notice of any occurrence of theft or damage of an *insured item* must be given 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. In the event that the *cardmember* has homeowner's or tenant's insurance (primary insurance), the *cardmember* must file with the insurer of that coverage in addition to filing with the Company. If the theft or damage is not covered under the primary insurance, the *cardmember* may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy. In addition, the *cardmember* must, within ninety (90) days from the date of the theft or damage, complete, sign and return the Company's Loss Report to the Company.

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.

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 Company. At the Company'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 Company. The Company's payment made in good faith with respect to a claim will discharge the Company to the extent of the claim.

## MOBILE DEVICE INSURANCE

### PLEASE READ THIS CERTIFICATE CAREFULLY.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PSIO52694010** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what Mobile Device Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that *you* read and understand this certificate as *your* coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if 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.

**This policy contains a clause which may limit the amount payable.**

### DEFINITIONS

Throughout this certificate all italicized terms have the specific meanings described below:

**"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 this certificate.

**"Family Member"** means *your* spouse, mother, father, step-parent, 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.

**"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 this certificate and as

further defined later in this 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*.

**ELIGIBILITY**

You are eligible for Mobile Device Insurance coverage when you charge the *purchase price* of a *mobile device* on your *card* while this coverage is in force, provided that you meet the following criteria:

<b>When you charge the purchase price of your mobile device to your card:</b>	<b>When you finance the purchase price of your mobile device through a Canadian wireless service provider’s installment plan:</b>
<div>1. you must charge the full <i>purchase price</i> of the <i>mobile device</i> to your <i>card</i>; and</div> <div>2. if the <i>mobile device</i> is equipped with cellular data technology, you must activate your <i>mobile device</i> with a Canadian wireless service provider.</div>	<div>1. you must charge your wireless service provider’s installment plan bill payments to your <i>card</i> for the entire duration of your contract with the Canadian wireless service provider.</div>

Original receipts and other documents described herein must be submitted at time of claim. In no event shall a corporation, partnership or business entity be eligible for the insurance provided by this certificate.

**COVERAGE PERIOD**

**When Does Your Coverage Begin?**

<b>When you charge the purchase price of your mobile device to your card, this coverage begins:</b>	<b>When you finance the purchase price of your mobile device through a Canadian wireless service provider’s installment plan, this coverage begins on:</b>
ninety (90) days from the date of purchase of your <i>mobile device</i> .	the date the second (2 <sup>nd</sup> ) consecutive Canadian wireless service provider’s installment plan bill payment is charged to your <i>card</i> .

**When Does Your Coverage End?**

<b>When you charge the purchase price of your mobile device to your card, this coverage ends on the earliest of:</b>	<b>When you finance the purchase price of your mobile device through a Canadian wireless service provider's installment plan, this coverage ends on the earliest of:</b>
<ol style="list-style-type: none"><li>1. two (2) years from the date of purchase of your mobile device; or</li><li>2. the date the card is cancelled, closed or ceases to be in good standing; or</li><li>3. the date the Policy terminates.</li></ol>	<ol style="list-style-type: none"><li>1. two (2) years from the date of purchase of your Canadian wireless service provider's installment plan; or</li><li>2. 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</li><li>3. the date the card is cancelled, closed or ceases to be in good standing; or</li><li>4. the date the Policy terminates.</li></ol>

**BENEFITS**

If your mobile device is lost, stolen, or is accidentally damaged, we will reimburse you the lesser of its repair or replacement cost, not exceeding the depreciated value\* of your mobile device at time of loss, less a 10% deductible, to a maximum of \$1,000 CAD, subject to the Limitations and Exclusions outlined in this certificate.

\*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.

For example, if you purchase a new mobile device for a purchase price of \$900 on March 1, and your mobile device is lost or stolen and you file a claim on January 21 of the following year, the maximum amount of reimbursement available to you is calculated as follows:

We calculate the depreciated value of your mobile device:

Purchase price	\$900
Less depreciation cost	- \$180 (\$900 X 2% X 10 months)
Depreciated value	\$720
Less deductible	- \$72 (\$720 X 10%)
Maximum reimbursement	\$648

In the example above, if your mobile device is accidentally damaged and you file a repair claim for a total repair cost of \$200 including applicable taxes, upon approval of your claim, the maximum reimbursement available to you is \$180, (\$200 less a 10% deductible).

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this certificate. For details on how to file your claim, please refer to the Notice of Loss/Proof of Loss/Payment of Claims section.

**LIMITATIONS AND EXCLUSIONS**

This coverage does not replace the manufacturer's warranty or warranty obligations; however this coverage provides certain benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

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. 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.

Mobile Device Insurance does not cover the following:

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:

- a) losses or damage resulting directly or indirectly from:
  1. 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 disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another), or inherent product defects;
  2. power surges, artificially generated electrical currents or electrical irregularities;
  3. any occurrence that results in catastrophic damage beyond repair;
  4. cosmetic damage that does not affect functionality;
  5. software, wireless service provider or network issues;
  6. theft or intentional or criminal acts by the cardmember or, to the extent permitted by applicable law, family member; or
- b) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

## **NOTICE OF LOSS/ PROOF LOSS/PAYMENT OF CLAIMS**

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

### **TO SUBMIT A CLAIM, PLEASE CALL:**

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, 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.

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.

You will be required to submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate the claim including the following:

1. the original sales receipt detailing the cost, date and description of purchase;
2. the date and time you notified your wireless service provider of loss or theft;

3. a copy of the original manufacturer's warranty (for *accidentally damaged* claims);
4. a copy of the written repair estimate (for *accidentally damaged* claims);
5. if you charged the full *purchase price* to your card, the card statement showing the charge;
6. 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; and
7. a police report, 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.

At the sole discretion of the Company, you may be required to send, at your own expense, the damaged item on which a claim is based to the Company in order to support your claim. Prior to proceeding with any repair services or replacement of the *mobile device*, you must obtain the Company's approval in order to ensure eligibility for payment of your claim.

The Company 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*.

### **NOTICE AND PROOF OF CLAIM**

Written notice and proof of claim must be given to the Company as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in all events, provided within ninety (90) days of the date of such loss. Written notice given by or on behalf of the claimant to the Company, with information sufficient to identify the *cardmember*, shall be deemed notice of claim to the Company.

### **PAYMENT OF CLAIM**

Benefits payable under the Policy will be paid upon receipt of full written proof of loss, as determined by the Company. Payment made in good faith in respect of a claim will discharge the Company 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.

### **ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this certificate.

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All amounts are payable in Canadian funds and no amount payable shall carry interest.
3. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
4. No statements or representations made by employees of Brim, our employees, or our agents can vary the terms of this coverage.

### **OTHER INSURANCE**

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. The Policy is not a substitute for *other insurance* and covers *cardmembers* only to the extent a permitted claim for an insured *mobile device* exceeds the coverage of *other insurance*. The Policy also provides coverage for the amount of the deductible of *other insurance*. The coverage afforded by the Company takes effect only when the limits of the *other insurance* have been reached and paid to the *cardmember* regardless of whether the *other insurance* contains provisions purporting to make the coverage of such *other insurance* non-contributory or excess.

## SUBROGATION

As a condition to the payment of any claim to a *cardmember* under the Policy, the *cardmember* shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the loss. The *cardmember* shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the *cardmember*.

## BENEFITS TO CARDMEMBER ONLY

This protection shall enure only to the benefit of the *cardmember*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The *cardmember* shall not assign these benefits.

## DUE DILIGENCE

The *cardmember* shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the Loss Report prior to settlement to a claim.

## FALSE 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 benefits of these protections nor to the payment of any claim made under the Policy.

## LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislations) in the *cardmember's* province of residence.

## SANCTIONS

The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## EVENT TICKET PROTECTOR INSURANCE

### PLEASE READ THIS CERTIFICATE CAREFULLY.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy **PSI052694029** issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate describes what Event Ticket Protector Insurance is and what is covered along with



the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that you read and understand this certificate as your coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if 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.

## DEFINITIONS

Throughout this certificate all *italicized* terms have the specific meanings described below:

**"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 this 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).

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

**"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*.

**"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, step-child, 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 this certificate and as further defined later in this 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*.

## COVERAGE OVERVIEW

Event Ticket Protector Insurance provides coverage to a *cardmember* when the full *ticket cost* has been charged to the *cardmember's card* and the *cardmember* cannot use the *ticket* due to a *covered incident* for which benefits are payable under this certificate. Event Ticket Protector Insurance provides reimbursement for the non-refundable portion of the *ticket cost* up to \$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.

If *ticket* reimbursement, due to a *covered incident* for which benefits are provided under this certificate, is provided to you by a *producer, venue, or other insurance*, the coverage provided by the Event Ticket Protector Insurance shall be deemed secondary and will pay only that portion of the *ticket* expense not reimbursed by the *producer, venue, or other insurance*.

## DESCRIPTION OF BENEFITS

Benefits are payable only to you when the expense of the *ticket* has been fully charged to your *card*, when a loss occurs as a result of any of the following *covered incidents*:

1. *your medical emergency treatment*;
2. *medical emergency treatment* of a *companion* or an *immediate family member*;
3. 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. 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*.

## EXCLUSIONS

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.

## **NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS**

### **TO SUBMIT A CLAIM, PLEASE CALL:**

If in Canada or the U.S., you must call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere else in the world, immediately on the day of learning of a loss or a *covered incident* which may lead to a claim covered under the Policy, but in no event later than 24 hours from the loss occurring.

### **Documentation to Submit When Filing a Claim**

As a condition to the payment of benefits under this insurance, we will require certain information from you if you need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

- 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.
- Completion of any claim form supplied to you by us.

Forward this documentation to:

**Royal & Sun Alliance Insurance Company of Canada  
Claims Management Services**

2225 Erin Mills Parkway, Suite 1000  
Mississauga, Ontario L5K 2S9

### **PROOF OF LOSS**

Proof of loss requires that you send us all the information we request, at your expense, in order that your claim may be evaluated and that we may make a determination as to whether the claim may be paid.

Except in the instance of theft, *destroyed ticket* or *lost ticket*, as noted under the Description of Benefits, we will require that you provide us with the *ticket* which could not be used because of a *covered incident* for which insurance is provided under this insurance. In addition to the *ticket*, we will ask that you include with your proof of loss any documentation we may request in order to establish the existence of a *covered incident* eligible for coverage under the Description of Benefits. 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.

If admission to an event was charged to your *card*, but in lieu of a *ticket* you received only confirmation of admission by e-mail or the promise of admission to the event upon picking up a *ticket* at the event, and if a *covered incident* occurred for which a claim may be payable under this insurance, 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.

You must provide satisfactory proof of loss as soon as possible after we have informed you as to what you must provide us and in no case more than 90 days after being so informed, except 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.

## **NOTICE AND PROOF OF CLAIM**

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.

Written notice and proof of claim must be given to the Company as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in all events, provided within ninety (90) days of the date of such loss. Written notice given by or on behalf of the claimant to the Company, with information sufficient to identify the cardmember, shall be deemed notice of claim to the Company.

## **PAYMENT OF CLAIMS**

If ticket reimbursement, due to a covered incident for which benefits are provided under this certificate, is provided to you by a producer, venue, or other insurance, the coverage provided by 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 this 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 coverage limit as stated in the Coverage Overview section.

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 coverage limit of the ticket, eligible benefits will be available up to the maximum coverage limit. 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 eligible for 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.

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Company. Payment made in good faith in respect of a claim will discharge the Company 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.

## **ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this certificate.

## **OTHER INSURANCE**

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. The Policy is not a substitute for other insurance and covers cardmembers only to the extent a permitted claim for a covered loss exceeds the coverage of other insurance. The Policy also provides coverage for the amount of the deductible of other insurance. The coverage afforded by the Company takes effect only when the limits of the other insurance have been reached and paid to the cardmember regardless of whether the other insurance contains provisions purporting to make the coverage of such other insurance non-contributory or excess.

## **SUBROGATION**

As a condition to the payment of any claim to a cardmember under the Policy, the cardmember shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the loss. The cardmember

shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the *cardmember*.

### **BENEFITS TO CARDMEMBER ONLY**

This protection shall enure only to the benefit of the *cardmember*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The *cardmember* shall not assign these benefits.

### **DUE DILIGENCE**

The *cardmember* shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by the Policy. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the Loss Report prior to settlement to a claim.

### **FALSE 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 benefits of these protections nor to the payment of any claim made under the Policy.

### **LEGAL ACTION**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

### **SANCTIONS**

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

### **IMPORTANT NOTICE ABOUT 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](http://www.rsagroup.ca) or request a copy by calling 1-888-877-1710.

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# Brim World Mastercard®

## CERTIFICATES OF INSURANCE

**Effective Date: May 1, 2018**



### **Customer Service:**

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

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

These insurance products are underwritten by Royal & Sun Alliance Insurance Company of Canada.

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