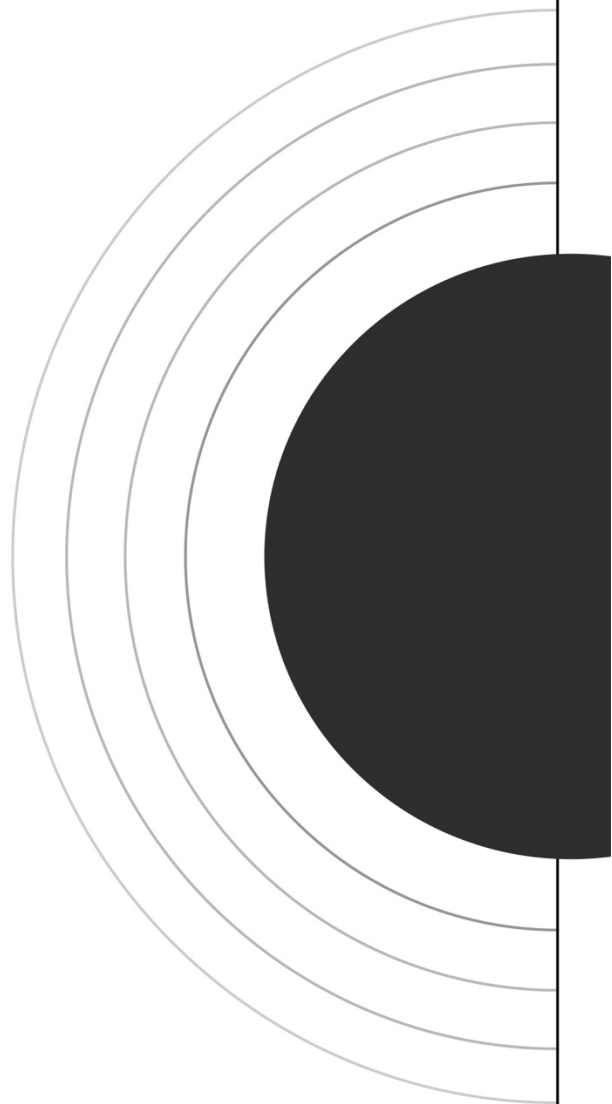




# INSURANCE CERTIFICATES

WORLD MASTERCARD®



**Brim Financial Inc.**

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# OUT-OF-PROVINCE EMERGENCY TRAVEL MEDICAL INSURANCE

## 8-DAY COVERAGE PERIOD IF AGE 64 OR UNDER

### CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 12 – DEFINITIONS.

#### SECTION 1 - INTRODUCTION

Out-of-Province Emergency Travel Medical Insurance provides coverage for the *cardmember*, and the *cardmember's spouse* and *dependent children*, for certain expenses incurred as a result of an *emergency* while travelling outside *your province*.

This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 833 429-2746** (if in Canada or the United States) or call collect **+ 416 920-0938** (from anywhere else in the world).

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSI052693013** (the *Policy*), issued to Brim Financial Inc. (*Brim*). Global Excel Management Inc. (*Global Excel*) is the assistance and claims service provider under this certificate. This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardmember* or a claimant under the *Policy* may, on request to the *Insurer*, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of *Brim* and the *Insurer* at any time.

This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the *Policy*.

#### SECTION 2 – WHAT SHOULD YOU DO IN A MEDICAL EMERGENCY?

**IF YOU HAVE AN EMERGENCY, YOU MUST CALL GLOBAL EXCEL BEFORE SEEKING TREATMENT. THEY ARE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK AND CAN BE CONTACTED BY CALLING:**

From Canada and the United States, toll free **1 833 429-2746**

From anywhere else in the world, collect **+ 416 920-0938**

- If it is not reasonably possible for *you* to contact *Global Excel* before seeking *treatment* due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible. Failure to do so may limit the benefits payable to *you*.
- Some *treatments* require pre-approval in order to be covered (see SECTION 8 – WHAT ARE YOU NOT COVERED FOR?). If *you* do not contact *Global Excel* prior to seeking *treatment*, the medical *treatment* *you* receive may not be covered by this insurance.
- *Global Excel* 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 arrange for *your* covered expenses to be paid directly to the *hospital* or *medical facility*, where possible.

#### SECTION 3 – 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* coverage is subject to certain limitations or exclusions.
- Pre-existing medical *condition* exclusions apply to medical *conditions* and/or symptoms that existed before *your trip*. Refer to this certificate to determine how these exclusions affect *your* coverage and how they relate to *your departure date*.
- In the event of an *accident*, injury or sickness, *your* medical history will be reviewed after a claim has been reported.
- *Your* insurance provides travel assistance. *You* are required to contact *Global Excel* prior to *treatment*. Failure to do so may limit benefits (see SECTION 7 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE).
- 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*.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

## SECTION 4 – WHAT TO DO IF YOU NEED PRE-TRIP INFORMATION?

If *you* need pre-trip information, simply call *Global Excel*. If in Canada or the United States, call toll free at **1 833 429-2746**. From anywhere else in the world, call collect at + **416 920-0938**. If *you* are visiting a foreign country, we can tell *you*:

- what travel documentation may be required,
- what the currency exchange rate is,
- what inoculations may be 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.

## SECTION 5 – WHEN DOES COVERAGE BEGIN AND END?

Coverage **begins** when *you* leave *your province*. *You* will be covered for the first 8 consecutive days of *your trip* (including the *departure date*) if *you* are age 64 or under on *your departure date*.

Coverage is for an unlimited number of *trips*; however, each *trip* must be separated by a return to *your province*.

Coverage must be in effect before *you* leave *your province*. *You* do not need to provide *us* with advance notice of *your departure date* and *return date* for each *trip*. However, *you* will be required to provide evidence of these dates when filing a claim, for example, an airline ticket or boarding pass.

Coverage **ends** on the earlier of:

- a) The date *you* have been absent from *your province* for more than 8 consecutive days if *you* are age 64 or under, or
- b) The date *you* return to *your province*; or
- c) The date the *cardmember's card* account is no longer in *good standing*; or
- d) The date the *Policy* is terminated.

### What if *your trip* is longer than the *coverage period*?

Except in the circumstances when coverage is automatically extended (see below “When does *your* coverage automatically extend?”), *you* do not have coverage under this certificate for any days of *your trip* that extend beyond the *coverage period*. However, *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.

### When does *your* coverage automatically extend?

Coverage is automatically extended beyond the end of the *coverage period* in the following circumstances:

- a) **Delay of Transportation.** If *your* return home has been delayed beyond the end of the *coverage period* because *your common carrier* has been delayed, or if a private vehicle becomes inoperable on the way to *your departure point* due to circumstances beyond *your* control, *your* coverage is extended for up to five days beyond the end of the *coverage period*.
- b) **Medically Unfit to Travel.** If *you* are medically unfit to travel due to an *emergency* (but *you* are not hospitalized), *your* coverage is extended for up to five days following the date that *you* are deemed *stable* to return to *your province* by *your doctor* or the *common carrier*.
- c) **Hospitalization.** If *you* are hospitalized due to an *emergency*, *your* coverage will remain in force during *your* hospitalization and for up to five days following *your* discharge from the *hospital*.

***You are required to notify Global Excel in the foregoing circumstances prior to the end of the coverage period. Failure to notify Global Excel by such time may result in coverage not being extended.***

***In no circumstances will coverage be extended to more than 365 days from your departure date.***

## SECTION 6 - WHAT ARE YOU COVERED FOR?

### COVERAGE

This insurance covers *you*, *your spouse* and *dependent children* for certain expenses incurred as a result of an *emergency* occurring while travelling outside *your province*.

Coverage is for up to \$5,000,000 per *insured person*, per *trip* for *reasonable and customary charges* in respect of expenses incurred for the benefits listed below. Coverage is only for amounts in excess of what is covered by *your government health insurance plan* or any other benefit plan. For many of the benefits listed below, prior approval of *Global Excel* may be required in order for the expense to be covered under this insurance. If *you* have an *emergency*, *you* must call *Global Excel* before seeking *treatment*. If it is not reasonably possible for *you* to contact *Global Excel* before seeking *treatment* due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible.

## Benefits:

**Accommodation in a Hospital or Medical Facility.** 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.** The services of a *doctor* in excess of the amount paid by *your government health insurance plan* where permitted by law.

**Private Registered Nurse.** The services of a qualified private registered nurse (who is not *you* or a *family member*) after a period of hospitalization, if the attending *doctor* and *we* consider one to be necessary.

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

**Emergency Air Transportation:** When approved and arranged in advance by *Global Excel*, air ambulance to the nearest appropriate *medical facility* or to a Canadian *hospital* for immediate *emergency treatment*.

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

**Diagnostic Services.** Laboratory tests and x-rays ordered by the *doctor* who is treating *you*. Note: This benefit 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.** 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*. Note: Be sure to keep *your* receipts as they are required to make a claim.

**Medical Appliances.** 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.** 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 *doctor* or a dentist immediately following the injury and the *treatment* is received during the *coverage period*. Also, 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.** 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*, 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 an *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, up to \$250 for incidental expenses that result from sending them home, if *you* submit all the original receipts with *your* claim.

**Transportation to Bedside.** A *family member* or friend to:

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

The *family member* (other than the *cardmember*, the *cardmember's spouse* or *dependent children*) or friend would not be covered under this insurance and may wish to consider purchasing his/her own emergency travel medical insurance.

**Return of Deceased.** If *you* die, *your* preparation and return to a funeral home on a regular public carrier to *your province*. The cost of casket or urn is not covered by this benefit. 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 for meals and *accommodation* if, due to an *emergency*, *you* have to arrange for any unplanned *accommodation* and/or meals. The daily amount and the maximum refer to total expenditures for all *insured persons* combined.

**Vehicle Return.** Up to \$1,000 for *your* 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. Also covers 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 reasonable incidental expenses, e.g. television, taxis, *ridesharing services*, or car rentals (from a licensed company in the business of providing rental vehicles). 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.).

## SERVICES

### Medical Assistance Services

- We help *you* find a *doctor*, *hospital* or *medical facility*;
- We verify *your* coverage with the *hospital* or *medical facility* and arrange payments;
- We monitor *your* medical *treatment* and keep *your* family, employer, etc., informed;
- We arrange *your* transportation home if it is medically required;
- We arrange for the transportation of a *family member* or friend to *your* bedside if *you* are hospitalized or to identify *your* remains if *you* die; and
- We arrange for *your dependent children* to be looked after and to be flown home if *you* are hospitalized.

### Travel Services

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

## SECTION 7 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE

This section explains conditions that may limit *your* entitlement to benefits under this certificate.

1. **Failure to Notify Global Excel.** In the event of an *emergency*, *you* must call *Global Excel* before seeking *treatment*. If it is not reasonably possible for *you* to contact *Global Excel* before seeking *treatment* due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible. Failure to do so may limit the benefits payable to *you*.
2. **Transfer or Medical Repatriation.** During an *emergency* (whether prior to admission, during a hospitalization or after *your* release from the *hospital* or *medical facility*), the *Insurer* reserves the right to:
  - a) Transfer *you* to a preferred health care provider; and/or
  - b) Return *you* to *your province*, for the medical *treatment* of *your* sickness or injury without danger to *your* life or health.

*Global Excel* will make every provision for *your* medical *condition* when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital* or *medical facility*. If *you* choose to decline the transfer or return when declared medically *stable* by the *Insurer*, the *Insurer* will not pay any expenses related to *your* sickness or injury after the proposed date of transfer or return.
3. **Limitation of Benefits – End of Emergency.** Once *you* are deemed medically *stable* to return to *your province* (with or without a medical escort) either in the opinion of the *Insurer* or *your doctor* or by virtue of discharge from *hospital*, *your emergency* is considered to have ended, whereupon any further consultation, *treatment*, recurrence or complication related to the *emergency* will not be covered during *your trip*.
4. **Benefits Limited to Incurred Expenses.** The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.
5. **Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

## SECTION 8 – WHAT ARE YOU NOT COVERED FOR?

### A – PRE-EXISTING MEDICAL CONDITION EXCLUSION

A pre-existing medical *condition* is a heart *condition*, a lung *condition*, or any other medical *condition* (other than a *minor ailment*) for which, at any time before *your departure date*, you have:

- been diagnosed,
- experienced symptoms,
- received medical care, advice, investigation or medical *treatment*,
- been hospitalized,
- been prescribed (including prescribed as needed) or have taken medication, or
- undergone a medical surgical procedure.

**This insurance will not pay any expenses relating to or in any way associated with a pre-existing medical *condition* if, in the 90 days before *your departure date* that *condition* or a related *condition* has not been *stable*.**

### B – GENERAL EXCLUSIONS

**This insurance will not pay any expenses relating to or in any way associated with:**

1. The continued *treatment* of a *condition* after the initial *emergency* has ended (as determined by us).
2. Non-compliance with *our* instructions.
3. Elective and/or cosmetic surgery or *treatment* even if it is recommended by a *doctor*.
4. Travel contrary to medical advice.
5. Travel, if future *treatment* or investigation for a previously diagnosed *condition* has been recommended or scheduled, even if such *condition* has been *stable* for 90 days prior to *your departure date*, except routine monitoring for the *condition* or related *condition* causing you to seek *treatment*.
6. Any *treatment*, investigation or surgery that is not due to an *emergency*.
7. Any surgery, invasive investigations, including cardiac catheterization unless preapproved by *Global Excel*, except in extreme circumstances, on an *emergency* basis, immediately following admission to a *hospital*.
8. Any *treatment* which is experimental.
9. Leaving *your province* for the purposes of receiving medical care or *hospital* services.
10. Routine pre-natal care.
11. If you are pregnant, *your* pregnancy or the birth and delivery of *your* child, or any complications of either, occurring in the nine weeks before or after *your* expected delivery date as determined by *your* primary care physician in *your province*.  
Note that a child born during a *trip*, even if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an *insured person* and shall not have coverage under this certificate for the entire duration of the *trip* in which the child is born.
12. Committing or attempting to commit an illegal act or criminal act.
13. 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.
14. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
15. Abuse or overdose of a medication, drug or toxic substance; alcohol abuse, alcoholism or an *accident* occurring while you were operating a motorized vehicle, vessel or aircraft, 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.
16. Intentional self-inflicted injuries, suicide or attempted suicide.
17. Anxiety or panic attack or a state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation which resulted in a diagnosis.
18. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.



19. Any *condition you* suffer or contract, or any loss *you* incur in a specific country, region or area while a travel advisory of “Avoid non-essential travel” or “Avoid all travel” is in effect for that specific country, region or area and the travel advisory was issued by the Government of Canada before *your departure date*, even if the *trip* is undertaken for essential reasons. This exclusion only applies to *conditions* or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued.
- If the travel advisory is issued after *your departure date*, *your* coverage under this insurance in that specific country, region or area will be restricted to a period of 10 days from the date the travel advisory was issued, or to a period that is necessary for *you* to safely evacuate the country, region or area, after which coverage will be limited to *conditions* or losses which are unrelated to the reason for which the travel advisory was issued, while the travel advisory remains in effect.

## SECTION 9 – INTERNATIONAL ASSISTANCE SERVICES

If *you* need assistance while travelling, help is one call away. *Global Excel* is available 24 hours a day, 7 days a week, to provide the following services whenever possible:

**Emergency Call Center.** No matter where *you* travel, professional assistance personnel are ready to take *your* call. *You* can call *Global Excel* toll free at **1 833 429-2746** if in Canada or the United States, or collect at **+ 416 920-0938** from anywhere else in the world.

**Medical Assistance and Consultation.** If *you* have an *emergency* and *you* call *Global Excel*, *you* will be directed to one or more recommended medical service providers near *you*. In addition, *Global Excel* will:

- Provide confirmation of coverage and pay expenses covered by this insurance directly to the recommended medical service provider,
- Consult with *your* attending physician to monitor *your* care, and
- Monitor the appropriateness, necessity and reasonableness of that care to help ensure that *your* expenses will be covered by this insurance.

**Payment Assistance and Direct Billing.** The payment of the medical services *you* receive will be coordinated through *Global Excel*, communicated with *your* medical provider and billing arrangements will be discussed. There are certain countries where, due to local conditions or travel reports from the Canadian government, assistance services are not available and *you* may be required to make payment up-front. If *you* are required to make payment up-front, *you* must obtain detailed and itemized original bills for claims submission and call *Global Excel* on *your* return home.

**Benefit Information.** *Global Excel* can help *you* and the medical providers who are treating *you*, understand what coverage is available to *you* under *your Policy*.

**Claims Information.** *Global Excel* will answer any questions *you* have about *your* claim, *Global Excel's* standard verification procedures and the way that *your Policy* benefits are administered.

**Interpretation Service.** *Global Excel* can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.

**Emergency Message Centre.** In case of an *emergency*, *Global Excel* will help exchange important messages with *your* family, business or physician.

**Emergency Cash Services.** If *you* need emergency money, *Global Excel* 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.

**Legal Referrals.** If *you* are arrested or detained during the *coverage period*, *Global Excel* will help *you* contact a local lawyer or the nearest Canadian embassy. *Global Excel* will also keep *your* family, friends or business associates informed until *you* find legal counsel and *Global Excel* will coordinate any bail bond services that *you* may need.

## SECTION 10 – HOW DO YOU MAKE A CLAIM?

To submit a claim, please call *Global Excel*:

If in Canada or the United States, call toll free at: **1 833 429-2746**.

From anywhere else in the world, call collect to: **+ 416 920-0938**.

- During *your* call, *you* will be given all the information required to file a claim.
- We will require proof of *your departure date* and *return date*. While boarding passes are preferred, we will accept a credit card receipt, airline tickets or proof of *departure date* from *your province*, provided it 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 under the *Policy* until 90 days after we have been given written proof of loss.

**All pertinent documents should be sent to:**

**Global Excel Management Inc.**  
**73 Queen Street**  
**Sherbrooke, Quebec J1M 0C9**

## **SECTION 11 – WHAT ELSE DO YOU NEED TO KNOW?**

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to *you* or on *your* behalf. In case of death of the *insured person*, benefits are payable to the estate of the *insured person* unless another beneficiary is designated in writing to *Global Excel* or the *Insurer*.
3. **Other Insurance.** This insurance is a second payor plan. This means that for any loss or damage insured by, or for any claim payable under, any other liability, group or individual basic or extended health insurance plan or contract, including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside *your* Canadian *province* or territory of residence that are in excess of the amounts for which *you* are insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *Insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less.
4. **Rights of Examination.** As a condition precedent to recovery of insurance money under the *Policy*,
  - a) the claimant under the *Policy* must give *us* an opportunity to examine the person of the *insured person* when and so often as *we* may reasonably require while the claim hereunder is pending, and
  - b) in the case of death of the *insured person*, *we* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
5. **Availability and Quality of Care.** *We* are not responsible for the availability, quality or results of medical *treatment* or transportation, or *your* failure to obtain medical *treatment*.
6. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.
7. **Applicable Law.** The terms of this insurance coverage are governed and interpreted according to the laws of the Province of Ontario.
8. **Material Facts.** No statements or representations made by employees of *Brim*, *our* employees, or *our* agents can vary the terms of this insurance coverage.
9. **Subrogation.** If *you* incur expenses due to the fault of a third party, *you* assign to *us* the right to 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.
10. **Limitation Periods.** 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.

## **SECTION 12 – DEFINITIONS**

Throughout this certificate, 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.

**accommodation** means an establishment providing commercial accommodations or in the business of operating a vacation rental marketplace and hospitality service for the general public.

**Brim** means Brim Financial Inc.

**card** means a 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. Rental vehicles, however, are not considered common carriers.

**condition** means any ailment, illness, injury, medical complication or surgical procedure.

**coverage period** means the first 8 consecutive days of *your trip* (including the *departure date*) if you are age 64 or under on your *departure date*.

**departure date** means the date on which you leave your province.

**departure point** means the place from which you depart your province on the first day, and return to on the last day of your trip.

**dependent children** means an unmarried natural, adopted, step or foster child, or legal ward 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 medical condition (arising during the *coverage period*), 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.

**Global Excel** means Global Excel Management Inc., the assistance and claims service provider under this certificate.

**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.

**Insurer** means Royal & Sun Alliance Insurance Company of Canada.

**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 days prior to the *departure date* of a 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.

**reasonable and customary charges** mean 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.

**return date** means the date on which you are scheduled to return to your departure point.

**ridesharing services** mean transportation network companies in the business of providing peer-to-peer ridesharing transportation services through digital networks or other electronic means for the general public.

**Policy** means Master Policy **PSI052693013** issued to *Brim*.

**spouse** means the person to whom the *cardmember* is legally married or with whom the *cardmember* has been living in a common-law relationship for at least the last 12 months and who resides in the same household.

**stable** means: (i) a condition in respect of which there have been no new, or changes in: symptoms, prescribed medication (type or dosage of medication), or treatment; and (ii) you are not awaiting results of tests, investigations, or consultations unless the results indicate no change in a previously identified condition. A lung condition will not be regarded as stable if you have been treated with home oxygen or taken oral steroids (for example, prednisone or a generic equivalent).

**travelling companion** means any person (up to a maximum of two 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.

**we, our** and **us** mean the Insurer, or its authorized representatives or Global Excel, as applicable.

**you, your** and **insured person(s)** mean the *cardmember* of a card; the *cardmember's* spouse and dependent children, whether they travel together or not.

# CAR RENTAL COLLISION/LOSS DAMAGE INSURANCE

## 48-DAY RENTAL PERIOD

### CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 9 – DEFINITIONS.

#### SECTION 1 – INTRODUCTION

Car Rental Collision/Loss Damage Insurance provides coverage for theft, loss, or damage to a *rental car*.

This certificate outlines what is covered along with the conditions under which a payment will be made when a *cardmember* rents and operates a *rental car* but declines the Collision Damage Waiver (*CDW*), Loss Damage Waiver (*LDW* in the United States), or their equivalent offered by a *rental agency*. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 833 429-2746** (if in Canada or the United States) or call collect + **416 920-0938** (from anywhere else in the world).

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSI052693939** (the *Policy*), issued to Brim Financial Inc. (*Brim*). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardmember* or a claimant under the *Policy* may, on request to the *Insurer*, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of *Brim* and the *Insurer* at any time.

This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the *Policy*.

#### SECTION 2 – WHAT SHOULD YOU DO IN THE EVENT OF AN ACCIDENT/THEFT?

**IF THE RENTAL CAR HAS SUSTAINED DAMAGE OR LOSS OF ANY KIND OR IS STOLEN DURING YOUR RENTAL, IMMEDIATELY CALL US, WHEN IT IS SAFE TO DO SO:**

From Canada and the United States, toll free **1 833 429-2746**

From anywhere else in the world, collect + **416 920-0938**

- All claims must be reported within 48 hours of the theft, loss or damage.

#### SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- It is important that *you* read this certificate and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Coverage is only available if *you* are a resident of Canada.
- **The *rental car* must be carefully checked for scratches or dents before and after *you* rent it. *You* 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.**
- ***You* must decline the *rental agency's* *CDW*, *LDW* (in the United States) or similar coverage offered by the *rental agency* on the *rental agreement*. If there is no space on the vehicle *rental agreement* for *you* to indicate that *you* have declined the coverage, then indicate in writing on the contract "I decline the *CDW* provided by the *rental agency*".**
- A *rental agency* has no obligation to explain the Car Rental Collision/Loss Damage Insurance coverage to *you*. It is important to note that a *rental agency* may not classify vehicles, especially *mini-vans*, in the same manner as the *Insurer*. *You* should confirm with the *Insurer* that their *rental car* has coverage under this certificate.
- No coverage will be provided under this insurance if the Manufacturer's Suggested Retail Price ("MSRP") of the *rental car*, in its model year, is over \$65,000 Canadian, excluding taxes, at the place the *rental agreement* is signed or where the *rental car* is picked up.
- ***You* should check with *your* personal automobile insurer and the *rental agency* to ensure that *you* 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 car* as stipulated herein.**
- This certificate contains clauses which may limit the amounts payable.

## SECTION 4 – WHEN DOES COVERAGE BEGIN AND END?

Coverage **begins** at the time *you* legally take control of the *rental car*.

Coverage **ends** on the earlier of:

- a) When the *rental agency* reassumes control of the *rental car*; or
- b) When *you* are no longer defined as a *cardmember* or *principal driver* as stated in this certificate; or
- c) When the length of time *you* rent the same vehicle(s) exceeds 48 consecutive days, which includes instances where *you* are renting one vehicle immediately after the other. Coverage may not be extended for more than 48 days by renewing or taking out a new *rental agreement* with the same or another *rental agency* for the same *rental car* or another vehicle. A full calendar day between rentals must exist in order to break the 48-day consecutive day cycle. If the *rental period* exceeds 48 consecutive days, no coverage is provided, either for the first 48 consecutive days or any subsequent days thereafter; or
- d) On the date the *Policy* is cancelled, except if coverage is in effect at the time of such cancellation, such coverage will be continued on outstanding rentals until *you* return the *rental car* to the *rental agency*, provided the total *rental period* does not exceed the *coverage period*.

**WARNING:** Please note that *your* responsibility for the *rental car* does not terminate by simply dropping off the keys at the *rental agency* or other drop box. Any damage between that time and the time the *rental agency* staff complete their Inspection Report will be held to be *your* responsibility. Whenever possible please arrange to be present when the *rental agency* conducts their final inspection of the *rental car*.

## SECTION 5 – WHAT ARE YOU COVERED FOR?

### A – COVERAGE

Car Rental Collision/Loss Damage Insurance provides coverage, for theft, loss or damage to the *rental car* up to the *actual cash value* of the *rental car* and valid *rental agency loss of use* charges subject to the terms and conditions of the certificate. This coverage applies only to *your* personal and business use of the *rental car*. There is no deductible for the coverage under this certificate.

This insurance is primary insurance, except for losses that may be waived or assumed by the *rental agency* or its insurer, and in such circumstances where local government insurance legislation states otherwise. This coverage is available unless precluded by law or the coverage is in violation of the terms of the *rental agreement* in the jurisdiction in which it was formed (other than under SECTION 6 – WHAT ARE YOU NOT COVERED FOR?, #10. a), b), or c)).

### B – CONDITIONS

The following conditions must be satisfied for coverage to be in effect:

1. *You* must initiate and complete the entire rental transaction with the same valid *card(s)*. The full cost, including applicable taxes, of the rental, must be charged to *your card(s)*. *Rental cars* which are part of prepaid travel packages are also covered if the total package was paid for with *your card*; and
2. *You* are covered if *you* receive a “free rental” as a result of a promotion, where *you* have had to make previous vehicle rentals if each such previous rental was entirely paid for with *your card* and the applicable taxes for the “free rental” have been charged to *your card*; and
3. *You* are covered if *you* receive a “free rental” day(s) as a result of a *Brim* reward program (or other similar *Brim* program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which *you* must pay, the entire additional payment must be paid for using *your card* and the applicable taxes for the “free rental” have been charged to *your card*; and
4. *You* are covered if points earned under *your card* (member points program) are used to pay for the rental. However, if only a partial payment is paid using the member points program, the entire additional payment of that rental must be paid for using *your card* in order to be covered; and
5. Only *you* can rent the *rental car* and decline the *rental agency’s* CDW, LDW (in the United States) or an equivalent coverage offering. Anyone other than *you* doing so, would void coverage. When *you* do not have the option available to decline the *rental agency’s* CDW, LDW (in the United States) or similar provision, the *Insurer* will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the *rental agency’s* CDW, LDW (in the United States) or similar provision, purchased by *you*. This shall not be construed to provide coverage where the *rental agency* is responsible by legislation or law for any damage to the *rental car*; and

6. You are covered for any car, sport utility vehicle, and *mini-van*, in its model year, with a MSRP of \$65,000 Canadian or less, excluding all taxes, at the place the *rental agreement* is signed or where the *rental car* is picked up, with the exception of those listed and described in SECTION 6 - WHAT ARE YOU NOT COVERED FOR?, B – EXCLUDED VEHICLES; and
7. You are covered when only one *rental car* is rented at a time, i.e. if during the same period there is more than one vehicle rented by you, only the first *rental car* will be eligible for coverage; and
8. You must decline the *rental agency's* CDW, LDW (in the United States) or similar coverage offered by the *rental agency* on the rental contract. If there is no space on the vehicle *rental agreement* for you to indicate that you have declined the coverage, then indicate in writing on the contract "I decline the CDW provided by the *rental agency*"; and
9. You are covered for rental periods of up to 48 consecutive days when you rent the same *rental car*, which includes instances where you are 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, no coverage is provided, either for the first 48 consecutive days or any subsequent days thereafter; and
10. The *insured person* has not been indemnified for damages or expenses covered under the *Policy* by or through personal insurance.

## SECTION 6 – WHAT ARE YOU NOT COVERED FOR?

### A – GENERAL EXCLUSIONS

**This insurance will not pay any expenses relating to or in any way associated with:**

1. Third party liability; and
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; and
3. Personal injury or damage to property, except the *rental car* itself or its equipment; and
4. Replacement vehicle for which an automobile insurance policy is covering all or part of the cost of the rental; and
5. The operation of the *rental car* at any time during the *coverage period* where an *insured person* is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic; and
6. Any dishonest, fraudulent or criminal act committed by any *insured person* or at their direction; and
7. Participation in any race or speed test; and
8. The use of a fuel type or octane level that differs from the manufacturer's recommended fuel for that *rental car*; and
9. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin; and
10. The operation of the *rental car* in violation of the terms of the *rental agreement* except:
  - a) *Insured persons* as defined may operate the *rental car*;
  - b) The *rental car* may be driven on publicly maintained gravel roads;
  - c) The *rental car* may be driven across provincial and state boundaries in Canada and the United States and between Canada and the United States.

**N.B. It must be noted that theft, loss and damage arising while the *rental car* 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, you must ensure that you are adequately insured privately for third party liability; and**

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 your responsibility. So whenever possible please arrange to be present when the *rental agency* conducts their final inspection of the vehicle; and
12. The transportation of contraband or illegal trade; and
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; and
14. The transportation of property or passengers for hire; and
15. Intentional damage to the *rental car* by an *insured person* or at their direction; and
16. The loss, damage or misplacement of vehicle entry devices including keys and remote-control devices or any related consequential loss, damage or expense.

## B – EXCLUDED VEHICLES

The following vehicles are excluded from coverage under this certificate:

1. Automobiles or other vehicles which are not *rental cars*; and
2. Any vehicle, in its model year, with a MSRP over \$65,000 Canadian, excluding all taxes, at the place the *rental agreement* is signed or where the *rental car* is picked up; and
3. Vans, cargo vans or mini cargo vans (other than *mini-vans*); and
4. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck; and
5. Limousines; and
6. *Off-road vehicles*; and
7. Motorcycles, mopeds or motor bikes; and
8. Trailers, campers, recreational vehicles or vehicles not licensed for road use; and
9. Vehicles towing or propelling trailers or any other object; and
10. Mini-buses or buses; and
11. Any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,500 vehicles per year; and
12. Antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 10 years or more; and
13. *Tax-free cars*.

## SECTION 7 – HOW DO YOU MAKE A CLAIM?

If the *rental car* has sustained damage or loss of any kind or is stolen during *your* rental, call us when it is safe to do so:

If in Canada or the United States, toll free at: **1 833 429-2746**.

From anywhere else in the world, collect to: **+ 416 920-0938**.

- During *your* call, *you* will be given all the information required to file a claim.
- If *you* are making a claim, *you* must call within 48 hours of the theft, loss and/or damage. *Your* claim must be submitted with as much documentation as possible, as requested below, within 45 days of discovering the theft, loss and/or damage. *You* will need to provide all documentation within 90 days of the date of theft, loss and/or damage to the claims administrator at the address provided below.
- Do 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 if *you* do so *you* may remain responsible for the theft, loss and/or damage.
- When making a claim, *we* may require that supporting documentation such as the following be provided:
  - *Card* statement(s);
  - Sales draft showing that the *rental car* 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 *your* billing or pre-billing statement if any repair charges were billed to *your card* account.

All pertinent documents should be sent to:

Royal & Sun Alliance Insurance Company of Canada  
Car Rental Collision/Loss Damage  
Claims Management Services  
2 Prologis Blvd., Suite 100  
Mississauga, Ontario L5W 0G8

- For all written and verbal correspondence, please include the *cardmember's* name and the *Policy* number **PSI052693939**.
- Once *you* report theft, loss or damage, a claim file will be opened and will remain open for 80 days from the date of the theft, loss or damage. During this time, *you* may be contacted to answer inquiries regarding *your* claim.
- *You* must provide all reasonable cooperation and assistance to *us* in connection with the claim.
- Under normal circumstances, the claim will be paid within fifteen business days after all necessary documentation has been received by the claims administrator.

## SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
2. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.
3. **Applicable Law.** The terms of this insurance coverage are governed and interpreted according to the laws of the Province of Ontario.
4. **Material Facts.** No statements or representations made by employees of *Brim*, or employees or agents of the *Insurer* can vary the terms of this insurance coverage.
5. **Limitation Periods.** 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.
6. **Subrogation.** If *you* incur expenses due to the fault of a third party, *you* assign to *us* the right to 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.
7. **Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either the *cardmember* or the *Insurer* can make a written demand for an appraisal. After the demand, the *cardmember* selects a competent appraiser and the *Insurer* 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 *Insurer* will pay the appraiser it chooses. The *cardmember* will share with the *Insurer* the cost of the arbitrator and the appraisal process.
8. **Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

## SECTION 9 – DEFINITIONS

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

**actual cash value** means what the *rental car* is worth on the date of the theft, loss and damage, and takes into account such things as depreciation and obsolescence. In determining depreciation, the *Insurer* will consider the condition of the *rental car* immediately before the theft, loss and damage occurred, and the standard market resale value and normal life expectancy.

**Brim** means Brim Financial Inc.

**carsharing 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 a 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 that covers *you* up to 48 consecutive days, beginning when *you* legally take control of the *rental car* and ending when the *rental agency* resumes control of the *rental car*. If the rental period exceeds 48 consecutive days, no coverage is provided, either for the first 48 consecutive days or any subsequent days thereafter. Coverage cannot be extended for more than 48 days by renewing or taking out a new *rental agreement* with the same or another *rental agency* for the same or another *rental car*. A full calendar day between rentals must exist in order to break the 48 consecutive day cycle.

**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(s)** means a *cardmember* and *secondary drivers*, while covered under this certificate.

**Insurer** means Royal & Sun Alliance Insurance Company of Canada.

**loss of use** means the amount paid to a *rental agency* to compensate it when a *rental car* 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. It is exclusively made to transport a maximum of eight 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.

**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.



**Policy** means Master Policy **PSI052693939** issued to *Brim*.

**principal driver** means a *cardmember* who presents himself (herself) in person at the *rental agency*, signs the *rental agreement*, declines the *rental agency's CDW* (LDW in the United States) or its equivalent and takes possession of the *rental car* and who complies with the terms of 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 *carsharing programs*.

The following are not 'rental agencies' under this certificate:

- a) car dealerships, and
- b) peer-to-peer carsharing companies in the business of making available car rentals through digital networks or other electronic means for the general public.

**rental agency's CDW** means an optional Collision Damage Waiver, Loss Damage Waiver (LDW in the United States) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under a *rental agreement*.

**rental agreement** means the written rental contract between the *cardmember* and the *rental agency* for the *rental car*.

**rental car** means a vehicle rented from a *rental agency* for up to the *coverage period* allowed and that is not an excluded vehicle listed in SECTION 6 – WHAT ARE YOU NOT COVERED FOR?, B – EXCLUDED VEHICLES of this certificate.

**secondary driver** means any driver who is not the *principal driver* of the *rental car*, who is permitted to operate the *rental car* by the *cardmember* (the *principal driver*), whether or not such person has been listed on the *rental agreement* or has been identified to the *rental agency* at the time of making the rental; however, the *cardmember* and all drivers must otherwise qualify under and follow the terms of the *rental agreement* and must be legally licensed and permitted to drive the *rental car* under the laws of the jurisdiction in which the *rental car* shall be used.

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

**us** and **we** mean the *Insurer*.

**you** and **your** mean the *cardmember*.

# COMMON CARRIER ACCIDENT INSURANCE CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 9 – DEFINITIONS.

## SECTION 1 – INTRODUCTION

Common Carrier Accident Insurance provides coverage for an accidental death or dismemberment resulting from riding as a *passenger* on a *common carrier* (land, air, or water transport).

This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 833 429-2746** (if in Canada or the United States) or call collect + **416 920-0938** (from anywhere else in the world).

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSI052693797** (the *Policy*), issued to Brim Financial Inc. (*Brim*). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardmember* or a claimant under the *Policy* may, on request to the *Insurer*, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of *Brim* and the *Insurer* at any time.

This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the *Policy*.

## SECTION 2 – WHAT SHOULD YOU DO IN THE EVENT OF AN ACCIDENT?

**IF YOU SUFFER A LOSS DUE TO AN ACCIDENTAL BODILY INJURY WHILE TRAVELLING ON A COMMON CARRIER,  
YOU MUST CALL US IMMEDIATELY:**

From Canada and the United States, toll free **1 833 429-2746**

From anywhere else in the world, collect + **416 920-0938**

## SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- Common Carrier Accident Insurance is designed to cover *losses* arising from sudden and unforeseeable circumstances. It is important that *you* read this certificate and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Coverage is only available if *you* are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

## SECTION 4 – WHEN DOES COVERAGE BEGIN AND END?

Coverage **begins** when *you* board a *common carrier* or, where applicable, when *you* arrive at the terminal, station, pier or airport with the intent of boarding a *common carrier*.

Coverage **ends** on the earlier of:

- a) When *you* alight from a *common carrier* or, where applicable, when *you* depart from the terminal, station, pier or airport; or
- b) The date the *Policy* is terminated; or
- c) The date the *cardmember's card* account is no longer in *good standing*.

## SECTION 5 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

### COVERAGE

Common Carrier Accident Insurance covers *you* against *loss*, including death, from *accidental bodily injury* while *you* are:

1. A *passenger* in or on a *common carrier*, or while boarding or alighting from a *common carrier* for which the *full fare* was charged to the *cardmember's card*; or

2. A *passenger* in or on a taxi, bus, train or airport limousine, but not courtesy transportation provided without a specific charge, travelling directly to or from a terminal, station, pier or airport, or boarding or alighting from a taxi, bus, train or airport limousine, but not courtesy transportation provided without a specific charge, travelling 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*; or
3. In the terminal, station, pier or airport prior to or after boarding or alighting from a *common carrier*.

## DESCRIPTION OF BENEFITS

If an *accidental bodily injury*, directly and independently of all other causes, occurs (as described under Coverage) and results in a *loss* stated in the following Schedule of Accidental Losses within 365 days after the date of an accident, as described under Coverage of this section, the *Insurer* will pay a benefit for the *loss* based on the following Schedule of Accidental Losses:

## SCHEDULE OF ACCIDENTAL LOSSES

ACCIDENTAL LOSS(ES)	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 benefit payable to an *insured person* resulting from one accident, regardless of the number of *losses*, is limited to \$500,000.

## EXPOSURE AND DISAPPEARANCE

Unavoidable exposure to the elements will be covered as any other *loss*, provided such exposure is sustained as described under Coverage of this section.

The *insured person* will be presumed to have suffered accidental *loss* of life if the *insured person's* body is not found within one 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*.

## SECTION 6 – WHAT ARE YOU NOT COVERED FOR?

This insurance will not pay any expenses relating to or in any way associated with:

1. Intentional self-inflicted injuries;
2. Suicide or attempted suicide;
3. Sickness, disease, medical conditions and bacterial infection of any kind;
4. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces;
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. Abuse of drugs, medication and/or alcohol if such abuse caused or contributed to the accident; and
8. Noncompliance with any medical therapy or medical treatment (as determined by the *Insurer*) or failure to carry out a physician's instructions.

## SECTION 7 – HOW DO YOU MAKE A CLAIM?

### To submit a claim:

If in Canada or the United States, call toll free at: **1 833 429-2746**.

From anywhere else in the world, call collect to: **+ 416 920-0938**.

- During *your* call, *you* will be given all the information required to file a claim.
- **Notice of Claim:** Notice of claim must be given to the *Insurer* as soon as reasonably possible. Where possible, written notice should be given to the *Insurer* within 90 days after the occurrence of any *loss*. Such notice given by or on behalf of the *insured person* must provide particulars sufficient to identify the *cardmember*.
- **Payment of Claims:** Benefits payable under the *Policy* for any *loss* will be paid upon receipt of proof of loss.

## SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to *you* or on *your* behalf. In case of death of the *insured person*, benefits are payable to the estate of the *insured person*.
3. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.
4. **Applicable Law.** The terms of this insurance coverage are governed and interpreted according to the laws of the Province of Ontario.
5. **Material Facts.** No statements or representations made by employees of *Brim*, or employees or agents of the *Insurer* can vary the terms of this insurance coverage.
6. **Limitation Periods.** 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.
7. **Rights of Examination.** As a condition precedent to recovery of insurance money under the *Policy*,
  - a) the claimant must give *us* an opportunity to examine the person of the *insured person* when and so often as *we* may reasonably require while the claim hereunder is pending, and
  - b) in the case of death of the *insured person*, *we* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
8. **Subrogation.** If *you* incur expenses due to the fault of a third party, *you* assign to *us* the right to 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.
9. **Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

## SECTION 9 – DEFINITIONS

Throughout this certificate, 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.

**Brim** means Brim Financial Inc.

**card** means a World Mastercard® or World Elite 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, sightseeing, aerial tours and/or recreational activity, regardless of whether such conveyance is licensed.

**dependent children** means an unmarried natural, adopted, step or foster child, or legal ward 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 100% of the *common carrier ticket* price, including taxes, was charged to the *card*. Full fare is extended to include a *common carrier ticket* obtained through the redemption of points from the *card* travel 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.

**Insurer** means Royal & Sun Alliance Insurance Company of Canada.

**loss** and **losses** mean 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 phalange of the thumb and index finger;
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 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 of 1, 2, and/or 3 above, and means the total and irrevocable loss of use provided it is continuous and is determined to be permanent by a physician approved by the *Insurer*.

**passenger** means an *insured person* riding onboard a *common carrier*. The definition of passenger does not include a person acting as a pilot, operator or crew member.

**Policy** means Master Policy **PSI052693797** issued to *Brim*.

**spouse** means the person to whom the *cardmember* is legally married or with whom the *cardmember* has been living in a common-law 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 *cardmember's 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*.

**us** and **we** mean the *Insurer*.

**you, your** and **insured person(s)** mean the *cardmember*, and the *cardmember's spouse* and *dependent children*, whether travelling together or not, when the *full fare* is charged to the *cardmember's card* account.

# PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE

## CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 9 – DEFINITIONS.

### SECTION 1 – INTRODUCTION

#### Purchase Security & Extended Protection Insurance:

1. provides coverage for certain items charged to *your card*, if such items are lost, stolen, or damaged; and
2. automatically doubles the original manufacturer's warranty of a covered item charged to *your card*, up to one additional year.

This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 833 429-2746** (if in Canada or the United States) or call collect **+ 416 920-0938** (from anywhere else in the world).

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSIO52693963** (the *Policy*), issued to Brim Financial Inc. (*Brim*). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardmember* or a claimant under the *Policy* may, on request to the *Insurer*, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of *Brim* and the *Insurer* at any time.

This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the *Policy*.

### SECTION 2 – WHAT SHOULD YOU DO IF YOUR ITEM IS LOST, STOLEN OR DAMAGED?

IF *YOUR ITEM IS LOST, STOLEN OR DAMAGED*, IMMEDIATELY CONTACT *US* BY CALLING:

From Canada and the United States, toll free **1 833 429-2746**  
From anywhere else in the world, collect **+ 416 920-0938**

### SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- It is important that *you* read this certificate and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Only the portion of the *insured item* charged on the *cardmember's card* will be considered for reimbursement for this coverage, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.
- Coverage is only available if *you* are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**

### SECTION 4 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

#### 1. PURCHASE SECURITY

- a) **Coverage** - Purchase Security automatically, without registration, protects most *insured items* of personal property when at least a portion of the *purchase price* is charged to the *card* by insuring the item for 90 days from the date of purchase in the event of loss, theft or physical damage, anywhere in the world, if the item is not covered by *other insurance*. If the item is lost, stolen or damaged, it will be replaced, repaired, or the *cardmember* will be reimbursed the portion of the *insured item* that was charged on the *card*, at the discretion of the *Insurer*. Items the *cardmember* gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the *Policy*. 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; or the portion of the *purchase price* of the *insured item* charged on the *card*.
- 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 purpose, inherent product defects, travellers' cheques, any type of currency, cash, tickets, and any other *negotiable instruments*, bullion, rare or precious coins, art objects, animals, living plants, services, refurbished items (except by the manufacturer), used and pre-owned items including antiques and demos, perishables and consumables 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.

## 2. EXTENDED PROTECTION

- a) **Coverage** - Extended Protection 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 at least a portion of the *purchase price* is charged to the *card* and the original *manufacturer's warranty* is honoured in Canada or the United States. Valid warranties over five years can be covered if registered with the *Insurer* within the first year after purchase of the item. Items the *cardmember* gives as gifts are covered under Extended Protection, subject to compliance with the terms and conditions of the *Policy*.
- b) **Excluded Items** - Extended Protection does not cover the following items and services: automobiles, motorboats, airplanes and other motorized vehicles, and parts and accessories thereof; services; dealer and assembler warranties, normal wear and tear, refurbished items (except by the manufacturer), 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, any product purchased by and/or used for a business or commercial purpose, and any repair or replacement that would not have been covered under the *manufacturer's warranty*.

## SECTION 5 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE

This section explains conditions that may limit *your* entitlement to benefits under this certificate.

1. **Limits of Liability.** There is a maximum total limit of liability per *cardmember* of \$25,000 per policy year for claims under this insurance 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; or the portion of the *purchase price* of the *insured item* charged to the *card*. Claims for *insured items* belonging to and purchased as a pair or set will be paid for at the portion charged on the *card* of the *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 lost, stolen or damaged parts bear to the number of parts in the complete pair or set. The *Insurer*, at its sole option, may elect to (a) repair, rebuild, or replace the item lost, stolen or damaged (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*.
2. **Benefits Limited to Incurred Expenses.** The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.
3. **Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

## SECTION 6 – WHAT ARE YOU NOT COVERED FOR?

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, food, earthquake, inherent product defect, items consumed in use, or mysterious disappearance (means when the article of personal property in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred) are not covered under this insurance nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

## SECTION 7 – HOW DO YOU MAKE A CLAIM?

### To submit a claim:

If in Canada or the United States, call toll free at: **1 833 429-2746**.

From anywhere else in the world, call collect to: **+ 416 920-0938**.

- During *your* call, *you* will be given all the information required to file a claim.
- Notice of any occurrence of loss, theft or damage of an *insured item* must be given within 45 days thereafter. A *cardmember's* failure to give such notice within 45 days after the loss, 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 *Insurer*. If the loss, 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 90 days from the date of the loss, theft or damage, complete, sign and return the Insurer's Loss Report to the *Insurer*.
- The *cardmember* must provide details to substantiate the loss, 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 lost, stolen or damaged, the *cardmember* may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services the *cardmember* must obtain approval for the repair services and of the repair facility from the *Insurer*. At the *Insurer's* sole discretion, the *cardmember* may be required to send at the *cardmember's* expense and risk, the damaged item on which a claim is based to the address designated by the *Insurer*. The *Insurer's* payment made in good faith with respect to a claim will discharge the *Insurer* to the extent of the claim.

### All pertinent documents should be sent to:

Royal & Sun Alliance Insurance Company of Canada  
Purchase Security & Extended Protection  
Claims Management Services  
2 Prologis Blvd., Suite 100  
Mississauga, Ontario L5W 0G8

## SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
2. **Benefits to Cardmember Only.** This insurance is only for 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 *Insurer*. Permission is granted for the *cardmember* to transfer benefits on gifts as provided in this certificate and the *Policy*.
3. **Other Insurance.** The insurance extended by the *Insurer* 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 item* 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 *Insurer* 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.
4. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.
5. **Applicable Law.** The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
6. **Material Facts.** No statements or representations made by employees of *Brim*, or employees or agents of the *Insurer* can vary the terms of this coverage.
7. **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 *Insurer* will not unreasonably apply this provision to avoid claims under the *Policy*. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereat, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The *Insurer* will require evidence of such notice with the Loss Report prior to settlement of a claim.



8. **Limitation Periods.** 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.

## SECTION 9 – DEFINITIONS

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

***Brim*** means Brim Financial Inc.

***card*** means a Mastercard®, World Mastercard® or World Elite 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 or for commercial purposes), for which at least a portion of the *purchase price* is charged to the *card*.

***Insurer*** means Royal & Sun Alliance Insurance Company of Canada.

***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.

***negotiable instruments*** means a document guaranteeing the payment of a specific amount of money, either on demand, or at a set time, with the payer usually named on the document. Negotiable instruments are unconditional orders or promises to pay, and include, but are not limited to cheques, drafts, bearer bonds, some certificates of deposit, promissory notes, and bank notes (currency).

***other insurance*** means any and all policies of insurance or indemnity which provide additional coverage to a *cardmember* for loss, theft or damage covered under the *Policy*.

***Policy*** means Master Policy **PSI052693963** issued to *Brim*.

***purchase price*** means the actual cost of the *insured items*, including any applicable sales tax, as shown on the store receipt and where at least a portion of the cost is 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. Any charges incurred using other payment sources will not be covered under this insurance.

***us*** means the *Insurer*.

***you*** and ***your*** mean the *cardmember*.

# MOBILE DEVICE INSURANCE CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 10 – DEFINITIONS.

## SECTION 1 – INTRODUCTION

Mobile Device Insurance provides coverage for *mobile devices* that are lost, stolen or *accidentally damaged* when:

1. the full *purchase price* is charged to *your card*; or
2. any required up-front payment is charged to *your card* and the balance of the *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan; or
3. the full *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan.

This certificate outlines what is covered along with the conditions under which a payment will be made.

It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 833 429-2746** (if in Canada or the United States) or call collect **+ 416 920-0938** (from anywhere else in the world).

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSI052694010** (the *Policy*), issued to Brim Financial Inc. (*Brim*). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardmember* or a claimant under the *Policy* may, on request to the *Insurer*, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of *Brim* and the *Insurer* at any time.

This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the *Policy*.

## SECTION 2 – WHAT SHOULD YOU DO IF YOUR MOBILE DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED?

**IF YOUR MOBILE DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED, IMMEDIATELY CALL US:**

From Canada and the United States, toll free **1 833 429-2746**

From anywhere else in the world, collect **+ 416 920-0938**

## SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- It is important that *you* read this certificate and understand *your* coverage as *your* coverage may be subject to certain limitations or exclusions.
- The insurance coverage outlined in this certificate is available for *mobile devices* purchased on or after the *effective date* defined in SECTION 10 – Definitions.
- Coverage is available when:
  - the full *purchase price* is charged to *your card*, or
  - any required up-front payment is charged to *your card* and the balance of the *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan; or
  - the full *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan.
- Coverage is only available if *you* are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**

## SECTION 4 – WHEN DOES COVERAGE BEGIN AND END?

**If *you* charge the full *purchase price* to *your card*:**

Coverage **begins** on the 91st day following the date of purchase of *your mobile device* (in order to avoid overlap with the 90-day coverage available to *you* under *your* certificate for Purchase Security & Extended Protection Insurance).

Coverage **ends** on the earlier of:

- a) two years from the date of purchase of *your mobile device*; or
- b) the date *your mobile device* is no longer activated with a Canadian wireless service provider, if the *mobile device* is equipped with cellular data technology; or
- c) the date the *cardmember's card* account is no longer in *good standing*; or
- d) the date the *Policy* is terminated.

**If you finance all or any portion of the *purchase price* with *your card* through a Canadian wireless service provider's installment plan:**

Coverage **begins** on the date the first transaction related to the *mobile device* is charged to *your Brim credit card* account.

Coverage **ends** on the earlier of:

- a) two years from the date the first transaction related to the *mobile device* is charged to *your Brim credit card* account; or
- b) the date *your* monthly wireless bill payment for *your* Canadian wireless service provider's installment plan was not charged to *your card*.

**Exception:** Once the *purchase price* has been fully paid under *your* Canadian wireless service provider's installment plan, this reason for coverage ending is no longer applicable; or

- c) the date the *cardmember's card* account is no longer in *good standing*; or
- d) the date the *Policy* is terminated.

## SECTION 5 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

### A – COVERAGE

Mobile Device Insurance provides coverage in the event *your mobile device* is lost, stolen or *accidentally damaged*, anywhere in the world. Coverage is available for *mobile devices* purchased on or after the *effective date*, if:

- 1. *you* charge the full *purchase price* of *your mobile device* to *your card* (which includes any charges that are paid for through the redemption of points from the *card* reward program) and *you* activate *your mobile device* with a Canadian wireless service provider, if the *mobile device* is equipped with cellular data technology; or
- 2. *you* charge the portion of the *purchase price* of *your mobile device* that is required to be paid up-front to *your card*, and finance the balance of the *purchase price* through a Canadian wireless service provider's installment plan and charge all *your* installment plan bill payments to *your card* for the entire duration of *your* contract with the Canadian wireless service provider; or
- 3. *you* finance the full *purchase price* of *your mobile device* with *your card* through a Canadian wireless service provider's installment plan and *you* charge all *your* installment plan bill payments to *your card* for the entire duration of *your* contract with the Canadian wireless service provider.

**In no event will a corporation, partnership or other business entity be eligible for the insurance provided by this certificate.**

### B – BENEFITS

Subject to the terms and conditions of this certificate:

- 1. If *your mobile device* is **lost or stolen**, *you* will be reimbursed the replacement cost, not exceeding the depreciated value\* of *your mobile device* at the date of loss, less a 10% deductible, to a maximum of \$1,000 per occurrence, per *insured person*.
- 2. If *your mobile device* is **accidentally damaged**, *you* will be reimbursed the lesser of its repair or replacement cost not exceeding the depreciated value\* of *your mobile device* at the date of loss, less a 10% deductible, to a maximum of \$1,000 per occurrence, per *insured person*.

**\* The depreciated value of *your mobile device* at the date of loss is equal to the *purchase price* less the depreciation cost. Depreciation cost is equal to two percent of the *purchase price* multiplied by the number of completed months from the date of purchase.**

**Example:**

You purchase a *mobile device* for a *purchase price* of \$900 on March 1st. You file a claim on January 21st of the following year. Upon approval of *your* claim, the maximum reimbursement amount will be calculated as follows:

<i>Purchase price</i>	\$900
Less depreciation cost	- \$180 (\$900 x 2% x 10 mois)
Depreciated value	\$720
Less deductible	- \$72 (\$720 x 10%)
Reimbursement	<b>\$648</b>

In the event *your mobile device* is **lost or stolen** and, upon approval of *your* claim, the replacement cost is \$900, including applicable taxes, the maximum reimbursement available will be \$648. If the replacement cost is \$500, including applicable taxes, the maximum reimbursement available will be \$500. In the event *your mobile device* is **accidentally damaged** and, upon approval of *your* claim, the total repair cost is \$200, including applicable taxes, the maximum reimbursement will be \$200.

**C – EXCLUDED ITEMS**

The following items are excluded from coverage under this certificate:

1. Accessories for *your mobile device*, whether purchased separately or contained in the original manufacturer's package; and
2. Laptop computers; and
3. Batteries; and
4. *Mobile devices* purchased for resale; and
5. *Mobile devices* purchased by, or for, a business; and
6. Used, previously owned, or refurbished (except by the manufacturer) *mobile devices*; and
7. *Mobile devices* that have been modified from their original state; and
8. *Mobile devices* being shipped, until received and accepted by *you* in new and undamaged condition; and
9. *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.

**SECTION 6 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE**

This section explains conditions that may limit *your* entitlement to benefits under this certificate.

1. **Limitations.** This insurance does not replace the manufacturer's warranty or warranty obligations; however, this insurance 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. This 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 claim in any 12 consecutive month period and two claims in any 48 consecutive month period.
2. **Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefits under this certificate which would breach economic, financial or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

**SECTION 7 – WHAT ARE YOU NOT COVERED FOR?**

This insurance will not pay any expenses relating to or in any way associated with:

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, mysterious disappearance (means when the *mobile device* in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred), or inherent product defects; and
2. Power surges, artificially generated electrical currents or electrical irregularities; and
3. Any occurrence that results in catastrophic damage beyond repair, such as the *mobile device* separating into multiple pieces; and
4. Cosmetic damage that does not affect functionality; and
5. Software, wireless service provider or network issues; and
6. Theft or intentional or criminal acts by the *cardmember* or, to the extent permitted by applicable law, *family member*; or

7. Incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

## SECTION 8 – HOW DO YOU MAKE A CLAIM?

### To submit a claim:

If in Canada or the United States, call toll free at: **1 833 429-2746**.

From anywhere else in the world, call collect to: **+ 416 920-0938**.

- During *your* call, *you* will be given all the information required to file a claim.
- In the event of loss or theft, *you* must notify *your* wireless provider to suspend *your* wireless services within 48 hours of the date of loss. In the event of theft, *you* must also notify the police within seven days of the date of loss.
- If *you* are making a claim, *you* must call 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 14 days from the date of loss and PRIOR to proceeding with any action or repairs/replacements.
- 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.
- **When making a claim, *you* will be required to submit a completed claim form containing the time, place, cause and amount of loss. *We* may require that supporting documentation such as the following be provided:**
  - The original sales receipt detailing the cost, date and description of purchase;
  - The date and time *you* notified *your* wireless service provider of loss or theft;
  - A copy of the original manufacturer's warranty (for *accidentally damaged* claims);
  - A copy of the written repair estimate (for *accidentally damaged* claims);
  - If *you* charged the full *purchase price* of *your mobile device* to *your card*, the *card* statement showing the charge;
  - If all or any portion of the *purchase price* of *your mobile device* was financed through a Canadian wireless service provider's installment plan, proof of wireless installment bill payments charged to the *card* for up to 12 consecutive months immediately preceding the date of loss and details indicating the cost of the *mobile device* and amount that has been paid; and
  - 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.

### All pertinent documents should be sent to:

Royal & Sun Alliance Insurance Company of Canada  
Mobile Device Insurance  
Claims Management Services  
2 Prologis Blvd., Suite 100  
Mississauga, Ontario L5W 0G8

- At the sole discretion of the *Insurer*, *you* may be required to send, at *your* own expense, the damaged item on which a claim is based to the *Insurer* to support *your* claim. Prior to proceeding with any repair services or replacement of the *mobile device*, *you* must obtain the *Insurer's* approval to ensure eligibility for payment of *your* claim.
- The *Insurer* may 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 of Claim:** Notice of claim must be given to the *Insurer* as soon as reasonably possible. Where possible, written notice should be given to the *Insurer* within 90 days after the occurrence of any loss. Such notice given by or on behalf of the *insured person* must provide particulars sufficient to identify the *cardmember*.
- **Payment of Claims:** Benefits payable under the *Policy* for any loss will be paid upon receipt of proof of loss.

## SECTION 9 – WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.

2. **Benefits to Cardmember Only.** This insurance is for the benefit of the *cardmember* only. 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 *Insurer*. Permission is granted for the *cardmember* to transfer benefits on gifts as provided in this certificate and the *Policy*.
3. **Other Insurance.** This insurance is strictly 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 *Insurer* 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.
4. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.
5. **Applicable Law.** The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
6. **Material Facts.** No statements or representations made by employees of *Brim*, or employees or agents of the *Insurer* can vary the terms of this coverage.
7. **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 *Insurer* will not unreasonably apply this provision to avoid claims under the *Policy*. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereat, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The *Insurer* will require evidence of such notice with the loss report prior to settlement of a claim.
8. **Subrogation.** If *you* incur expenses due to the fault of a third party, *you* assign to *us* the right to 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.
9. **Limitation Periods.** 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.

## SECTION 10 – DEFINITIONS

Throughout this certificate, italicized terms have the specific meaning 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.

**Brim** means Brim Financial Inc.

**card** means a 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*.

**effective date** means the effective date shown on page 1 of *your* Certificates of Insurance.

**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.

**Insurer** means Royal & Sun Alliance Insurance Company of Canada.

**mobile device** means a new portable computing device such as a cell phone, smartphone or tablet, which has Internet-based and/or wireless communication capabilities.

**other insurance** means any and all policies of insurance or indemnity which provide additional coverage to a *cardmember* for loss, theft or damage covered under the *Policy*.

**Policy** means Master Policy **PSI052693963** issued to *Brim*.

**purchase price** means the full cost of the *mobile device* including any applicable sales tax, as shown on the sales receipt and less any in-store credit or certificate issued to *you* by a retailer or a Canadian wireless service provider when *you* trade-in an old *mobile device*, and costs or fees associated with the purchase of the *mobile device*, such as insurance premiums, customs duty, delivery charges and transportation costs or other similar costs or fees. The purchase price includes any charges paid for with points from the *card* reward program.

**we** and **us** mean the *Insurer*.

**you, your** and **insured person** mean the *cardmember*.

# EVENT TICKET PROTECTOR INSURANCE

## CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 9 – DEFINITIONS.

### SECTION 1 – INTRODUCTION

Event Ticket Protector Insurance provides coverage to a *cardmember* when the full *ticket cost* for an *event* 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. This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 833 429-2746** (if in Canada or the United States) or call collect **+ 416 920-0938** (from anywhere else in the world).

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSI052694029** (the *Policy*), issued to Brim Financial Inc. (*Brim*). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardmember* or a claimant under the *Policy* may, on request to the Insurer, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of *Brim* and the *Insurer* at any time.

This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the *Policy*.

### SECTION 2 – WHAT SHOULD YOU DO IF YOU CANNOT USE YOUR TICKET?

**IF YOU CANNOT USE YOUR TICKET DUE TO A COVERED INCIDENT,  
IMMEDIATELY CONTACT US BY CALLING:**

From Canada and the United States, toll free **1 833 429-2746**

From anywhere else in the world, collect **+ 416 920-0938**

### SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- It is important that *you* read this certificate and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Only the non-refundable portion of the *ticket cost* charged on the *cardmember's card* will be considered for reimbursement for this coverage, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.
- Coverage is only available if *you* are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**

### SECTION 4 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

#### A - 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 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*.

#### B - 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 a 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 a 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.*

## SECTION 5 – WHAT ARE YOU NOT COVERED FOR?

**This insurance will not pay any expenses relating to or in any way associated with:**

1. *sickness or injury of the cardmember, a companion, or a family member, other than as defined by medical emergency;*
2. *cancellation due to you or your companion making changes to personal plans after the effective date;*
3. *delay other than a transportation accident or delay of the common carrier used for transportation;*
4. *fraud or illegal activity of any kind by you;*
5. *confiscation by any governmental authority;*
6. *active participation in a civil public disturbance or protest; or*
7. *negligent failure of a duty to care by any third party in whose possession a ticket has been temporarily placed by you.*

## SECTION 6 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE

This section explains conditions that may limit *your* entitlement to benefits under this certificate.

1. **Limitations of Coverage.** When a cause of cancellation occurs (the event or series of events that triggers one of the *covered incidents* listed in SECTION 4 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?) before the *event date*, *you must*, as soon as reasonably possible advise *us*. The *Insurer's* maximum liability is the amounts that are non-refundable at the time of the cause of cancellation.
2. **Benefits Limited to Incurred Expenses.** The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.
3. **Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

## SECTION 7 – HOW DO YOU MAKE A CLAIM?

**To submit a claim:**

If in Canada or the United States, call toll free at: **1 833 429-2746**.

From anywhere else in the world, call collect to: **+ 416 920-0938**.

- During *your* call, *you* will be given all the information required to file a claim.
- **Notice of claim:**
  - *You* will be asked to substantiate *your* claim by providing all required documents. Failure to do so may result in non-payment of *your* claim. The *Insurer* is not responsible for fees charged in relation to any such documents. Incomplete documentation will be returned to *you* for completion.
  - When making a claim, we may require that a Claim & Authorization form be completed and that supporting documentation such as the following be provided:
    - Original unused *tickets* (except in the case of theft, *destroyed ticket* or *lost ticket*)



All pertinent documents should be sent to:

Royal & Sun Alliance Insurance Company of Canada  
Event Ticket Protector Insurance  
Claims Management Services  
2 Prologis Blvd., Suite 100  
Mississauga, Ontario L5W 0G8

#### PROOF OF LOSS

- 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.

#### PAYMENT OF CLAIMS

- 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 SECTION 4 - WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?
- 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.

### SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
2. **Benefits to Cardmember Only.** This insurance is only for 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 *Insurer*. Permission is granted for the *cardmember* to transfer benefits on gifts as provided in this certificate and the *Policy*.
3. **Other Insurance.** The insurance extended by the *Insurer* 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 item* 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 *Insurer* 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.
4. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.
5. **Applicable Law.** The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
6. **Material Facts.** No statements or representations made by employees of *Brim*, *our* employees or *our* agents can vary the terms of this coverage.
7. **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 *Insurer* will not unreasonably apply this provision to avoid claims under the *Policy*. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereat, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The *Insurer* will require evidence of such notice with the Loss Report prior to settlement of a claim.

8. **Limitation Periods.** 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.
9. **Subrogation.** If *you* incur expenses due to the fault of a third party, *you* assign to *us* the right to 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.

## SECTION 9 – DEFINITIONS

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

**Brim** means Brim Financial Inc.

**card** means a Mastercard®, World Mastercard® or World Elite 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 in SECTION 4 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

**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).

**effective date** means the date that *you* book the ticketed *event* and charge the full *ticket cost* to *your card*.

**event** means a public gathering for an audience for sports or performing arts which is legal, and which requires an admission fee in exchange for a *ticket*.

**family member** means *your* spouse, mother, father, step-parent, in-law, daughter, son, 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.

**Insurer** means Royal & Sun Alliance Insurance Company of Canada.

**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 defined in this certificate.

**Policy** means Master Policy **PSI052694029** issued to *Brim*.

**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 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 the *Insurer*.

**you** and **your** mean the *cardmember*.

## IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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