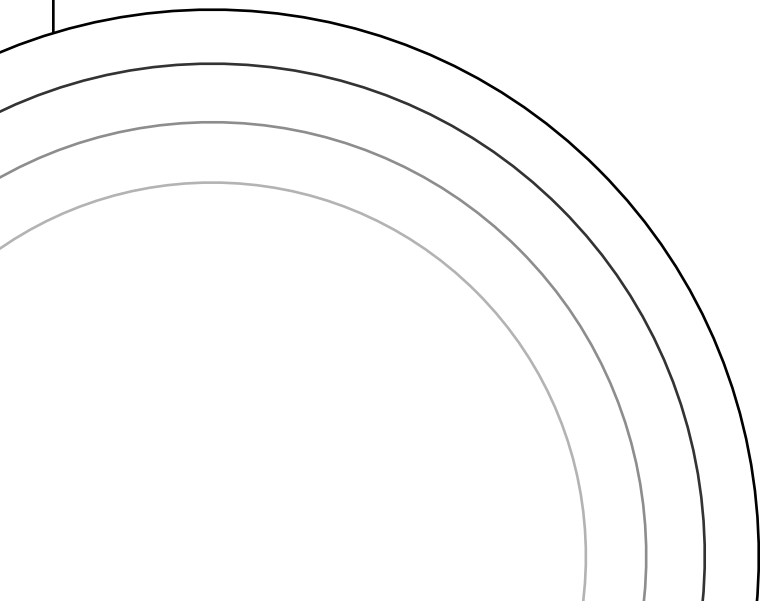
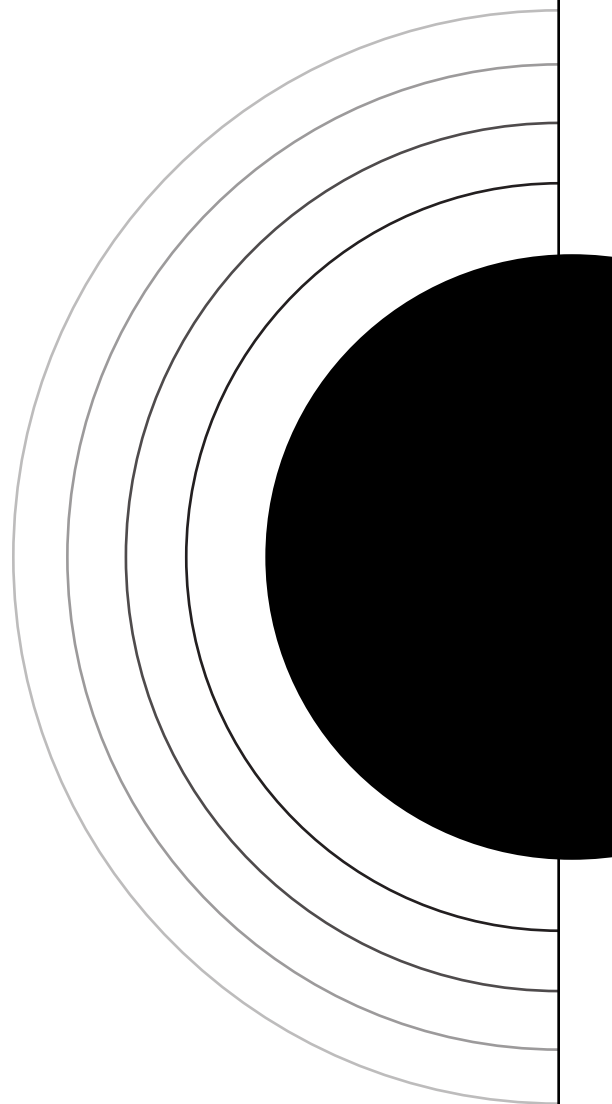




# INSURANCE CERTIFICATES

BUSINESS WORLD ELITE MASTERCARD®



**Brim Financial Inc.**  
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Effective date:  
**April 20, 2023**

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# 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 *cardholder* 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 *cardholder* 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 *cardholder* 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 \$85,000 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 an eligible *cardholder* legally takes 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 *cardholder* 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 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* travel 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 \$85,000 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 \$85,000, 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 motorbikes; 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*.

**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 *cardholder'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 *cardholder* or the *Insurer* can make a written demand for an appraisal. After the demand, the *cardholder* 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 *cardholder* must pay the appraiser he or she chooses. The *Insurer* will pay the appraiser it chooses. The *cardholder* 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 benefits under this Certificate of Insurance 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 Business World Elite Mastercard® issued in Canada by *Brim*.

**cardholder** means any individual *Brim* issues a *card* to under the *Cardholder Agreement*, including any Additional Cardholder as defined in the *Cardholder Agreement*.

**Cardholder Agreement** means the *Brim* Cardholder Agreement that applies to and governs *your 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.

**insured person(s)** means a *cardholder* 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 *cardholder* 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 *cardholder* 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 *cardholder* 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 *cardholder* (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 *cardholder* 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 *cardholder*.

## PURCHASE SECURITY & EXTENDED WARRANTY 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 Warranty 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 **PSI052693963** (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 *cardholder* 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 *cardholder* 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 *cardholder'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 *business 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 *cardholder* will be reimbursed the portion of the *insured item* that was charged on the *card*, at the discretion of the *Insurer*. Items the *cardholder* gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the *Policy*. The *cardholder* 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 *cardholder* 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: personal property, *business property* including but not limited to inventory items, items purchased for resale or items that would form part of a sellable product, 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 *cardholder* or by a person travelling with the *cardholder* previously known to the *cardholder*. Jewellery stolen from baggage not hand carried is not covered unless the *cardholder's* baggage is stolen in its entirety; in which case, the loss is subject to a limitation of \$1,000 per occurrence.

## 2. EXTENDED WARRANTY

- a) **Coverage** – Extended Warranty automatically, without registration, provides *cardholders* 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 the purchase of the item. Items the *cardholder* gives as gifts are covered under Extended Warranty, subject to compliance with the terms and conditions of the *Policy*.
- b) **Excluded Items** – Extended Warranty 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, personal property, *business property* including but not limited to inventory items, items purchased for resale or items that would form part of a sellable product 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 *cardholder* per policy year of \$10,000 per *insured item* (not to exceed \$25,000 per *cardholder* per policy year for all occurrences and for all *insured items* combined) for claims under this insurance in respect of all *Brim* cards held by a *cardholder*. The *cardholder* 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 of Insurance 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?

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

Fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions, normal wear and tear, normal course of play, flood, earthquake, inherent product defect, items consumed in use, or mysterious disappearance (means when the article of *business 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 *cardholder'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 *cardholder* has homeowner's or tenant's insurance (primary insurance), the *cardholder* 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 *cardholder* may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy. In addition, the *cardholder* 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 *cardholder* must provide details to substantiate the loss, theft or damage, together with original copies, not photocopies, of the *cardholder'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 *cardholder* has other insurance, and any other information reasonably necessary to determine the *cardholder's* eligibility for benefits hereunder.
- If the item is lost, stolen or damaged, the *cardholder* may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services, the *cardholder* must obtain approval for the repair services and of the repair facility from the *Insurer*. At the *Insurer's* sole discretion, the *cardholder* may be required to send at the *cardholder'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 Warranty  
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 Cardholder Only.** This insurance is only for the benefit of the *cardholder*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The *cardholder* shall not assign these benefits without prior written approval of the *Insurer*. Permission is granted for the *cardholder* 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 *cardholders* 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 *cardholder* 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 *cardholder* 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 *cardholder* 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.

***business property*** means tangible, movable property, purchased with the *card* and used for business purposes only.

***card*** means a Business World Elite Mastercard® issued in Canada by *Brim*.

***cardholder*** means any individual *Brim* issues a *card* to under the *Cardholder Agreement*, including any Additional Cardholder as defined in the *Cardholder Agreement*.

***Cardholder Agreement*** means the *Brim* Cardholder Agreement that applies to and governs *your card*.

***insured item*** means a new item (a pair or set being one item) of *business property* (not purchased for personal use), 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 *cardholder* 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 item*, including any applicable sales tax, as shown on the sales receipt and less any costs or fees associated with the purchase of the *insured item*, such as insurance premiums, customs duty, delivery charges and transportation costs or other similar costs or fees. 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 *cardholder*.

## IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

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### Customer Service:

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