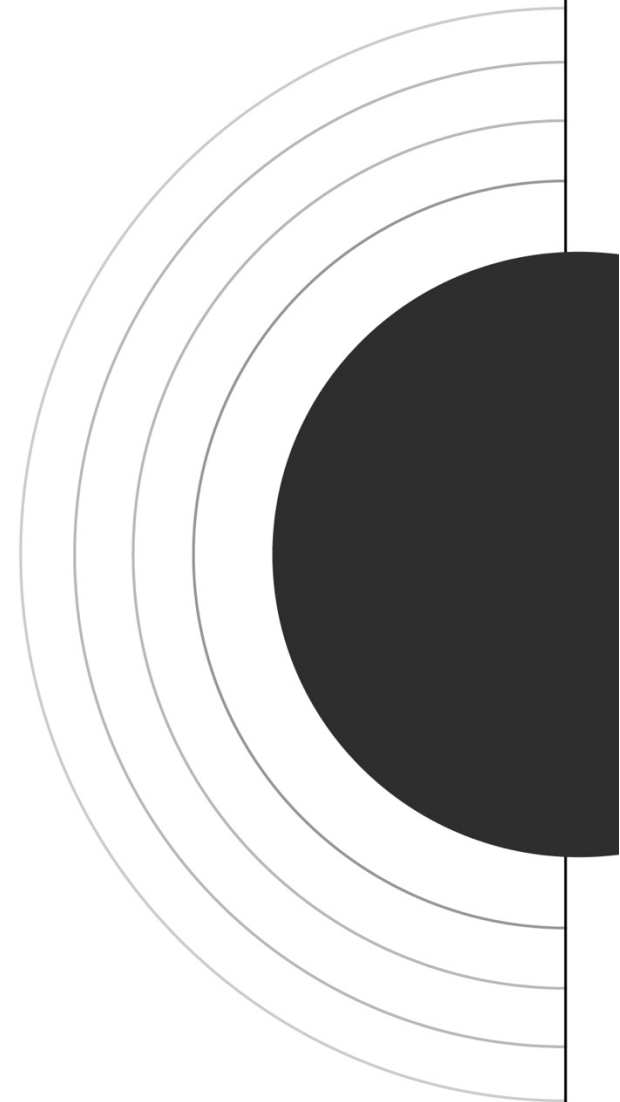


brim

**INSURANCE
CERTIFICATES**

MASTERCARD®



Brim Financial Inc.

4101 Yonge St • Suite 506
Toronto, On • Canada • M2P 1N6

www.brimfinancial.com

Effective Date: August 25, 2022

COMMON CARRIER ACCIDENT INSURANCE.....	3
SECTION 1 – INTRODUCTION.....	3
SECTION 2 – WHAT SHOULD YOU DO IN THE EVENT OF AN ACCIDENT?.....	3
SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY.....	3
SECTION 4 – WHEN DOES COVERAGE BEGIN AND END?.....	3
SECTION 5 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS??	3
SECTION 6 – WHAT ARE YOU NOT COVERED FOR?	4
SECTION 7 – HOW DO YOU MAKE A CLAIM?	5
SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?	5
SECTION 9 – DEFINITIONS.....	5
PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE.....	7
SECTION 1 – INTRODUCTION.....	7
SECTION 2 – WHAT SHOULD YOU DO IF YOUR ITEM IS LOST, STOLEN OR DAMAGED?.....	7
SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY.....	7
SECTION 4 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?	7
SECTION 5 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE	8
SECTION 6 – WHAT ARE YOU NOT COVERED FOR?	8
SECTION 7 – HOW DO YOU MAKE A CLAIM?	8
SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?	9
SECTION 9 – DEFINITIONS.....	10
MOBILE DEVICE INSURANCE	11
SECTION 1 – INTRODUCTION.....	11
SECTION 2 – WHAT SHOULD YOU DO IF YOUR MOBILE DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED?	11
SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY.....	11
SECTION 4 – WHEN DOES COVERAGE BEGIN AND END?	11
SECTION 5 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?	12
SECTION 6 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE	13
SECTION 7 – WHAT ARE YOU NOT COVERED FOR?	13
SECTION 8 – HOW DO YOU MAKE A CLAIM?	14
SECTION 9 – WHAT ELSE DO YOU NEED TO KNOW?	14
SECTION 10 – DEFINITIONS.....	15
EVENT TICKET PROTECTOR INSURANCE	16
SECTION 1 – INTRODUCTION.....	16
SECTION 2 – WHAT SHOULD YOU DO IF YOU CANNOT USE YOUR TICKET?.....	16
SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY.....	16
SECTION 4 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?	16
SECTION 5 – WHAT ARE YOU NOT COVERED FOR?	17
SECTION 6 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE	17
SECTION 7 – HOW DO YOU MAKE A CLAIM?	17
SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?	18
SECTION 9 – DEFINITIONS.....	19
IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION	20

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	\$100,000
Quadriplegia (both upper and lower limbs)	\$100,000
Paraplegia (both lower limbs)	\$100,000
Hemiplegia (upper and lower limbs of one side of body)	\$100,000
Loss of speech	\$100,000
Loss of hearing	\$100,000
Loss or loss of use of one arm or one leg	\$75,000
Loss or loss of use of one hand or one foot	\$50,000
Loss of sight of one eye	\$50,000
Loss or loss of use of thumb and index finger of the same hand	\$25,000

The maximum benefit payable to an *insured person* resulting from one accident, regardless of the number of *losses*, is limited to \$300,000.

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 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 \$500 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 \$500 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 \$400 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>	\$400
Less depreciation cost	- \$80 (\$400 x 2% x 10 mois)
Depreciated value	\$320
Less deductible	- \$32 (\$320 x 10%)
Reimbursement	\$288

In the event *your mobile device* is **lost or stolen** and, upon approval of *your* claim, the replacement cost is \$400, including applicable taxes, the maximum reimbursement available will be \$288. If the replacement cost is \$200, including applicable taxes, the maximum reimbursement available will be \$200. In the event *your mobile device* is **accidentally damaged** and, upon approval of *your* claim, the total repair cost is \$100, including applicable taxes, the maximum reimbursement will be \$100.

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 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

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

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