

**WAIVER OF  
LIABILITY PROGRAM**

## **Description of Brim Business Credit Card Liability Waiver Program \$100,000 Coverage Limit**

### **What is the Brim Business Credit Card Liability Waiver Program?**

The Brim Business Credit Card Liability Waiver Program allows a Business to request Brim to waive the Business' liability for certain Unauthorized Charges made by its Cardholders. The Program will waive the Business' liability for Unauthorized Charges up to \$100,000 per Active Card Account, in any twelve-month period, subject to the terms, conditions, limitations and exclusions in this Program Description.

### **Program Administration**

The Program is a benefit made available to Businesses by Brim.

### **Definitions**

For the purposes of this Program Description, the following terms are defined as follows:

**"Active Card Account"** means, with respect to any date, a Card Account that has had a Charge at any time within the 90 days preceding such date;

**"Affidavit of Waiver"** means a written request from the Business requesting Brim waive, in accordance with the terms and conditions of this Program, the Business' obligation to pay for Unauthorized Charges;

**"Business"** means an entity that has entered into a Brim Business Credit Card Agreement (Business Liability) with Brim;

**"Business Day"** means any day other than Saturday, Sunday or a bank holiday;

**"Card"** means a Business World Elite Mastercard issued by Brim;

**"Card Account"** means the Brim credit card account which has been opened for the Business;

**"Cardholder"** means an individual to whom a Card has been issued by Brim under a Card Account at the request of the Business, which individual is at least 18 years of age, residing in Canada and an Employee of the Business;

**"Charges"** means the amounts, billed or unbilled, to purchase goods or services charged to a Card Account, including purchases made online or using a mobile payment app, as well as cash advances charged to a Card Account;

**"Brim"** means Brim Financial Inc.;

**"Claim"** means a request made by the Business for a waiver by Brim of the Business' liability in respect of an Unauthorized Charge;

**"Date of Notification"** means the earliest of:

- (i) The date of a written notice of immediate or pending employment termination of the Cardholder;
- (ii) The date the Cardholder leaves the Business' service;
- (iii) If the Cardholder is a member of a bargaining unit of a union and the employer contract includes grievance procedures, the date the Business files a grievance with the labour arbitrator recommending the Cardholder's employment be terminated; and
- (iv) The date the Business notifies the Cardholder that the Cardholder can no longer use the Card.

**“Employee”** means an individual, including an employee, agent or independent contract personnel of the Business, who performs services for or on behalf of the Business;

**“Program”** means the Brim Business Credit Card Liability Waiver Program;

**“Program Administrator”** means Royal & Sun Alliance Insurance Company of Canada, in its capacity as Brim’s authorized administrator of the Program; and

**“Unauthorized Charge”** has the meaning ascribed to it under the heading below ‘What are Unauthorized Charges?’.

### **What are Unauthorized Charges?**

“Unauthorized Charges” are Charges to a Card Account incurred by a Cardholder which are charged without the approval of the Business and which do not benefit the Business directly or indirectly in whole or in part.

Unauthorized Charges shall not be waived:

- a) In the event that Brim receives a request to cancel the Cardholder’s Card from the Business more than two (2) Business Days after the Date of Notification, unless such Charges have been incurred within the seventy-five (75) days preceding the Date of Notification;
- b) In the event that Brim receives a request to cancel the Cardholder’s Card from the Business not later than two (2) Business Days after the Date of Notification, unless such Charges have been incurred:
  - (i) within seventy-five (75) days preceding the Date of Notification; and
  - (ii) within the fourteen (14) days after the Date of Notification;
- c) If such Charges are discovered later than sixty (60) days after the termination of the Program; and
- d) Unless both the Date of Notification and the notice from the Business to Brim to cancel the Cardholder’s Card occurs while the Program is in effect.

### **Program Exclusions**

The following Charges are excluded and not waived by Brim in any instance under the Program:

- a) Charges made by any partner or owner of the Business, or shareholder who owns more than five percent (5%) of the Business’ outstanding shares, or an individual who is not an Employee of the Business at the time Charges were incurred;
- b) Interest or fees imposed by Brim on outstanding unpaid Charges;
- c) Charges to purchase goods or services for the Business or bought for someone else if instructed or approved by the Business;
- d) Charges incurred by the Cardholder more than fourteen (14) days after the Date of Notification.
- e) Charges incurred on or after the Date of Notification if the Card cancellation request was not sent to Brim within two (2) Business Days of the Date of Notification;
- f) Charges resulting from either a lost or stolen Card or Charges to a Card which is closed, frozen or ninety (90) or more days delinquent;
- g) Cash advances, in excess of \$300 per day per Cardholder, or a maximum of \$1,000 per Cardholder, whichever is less; and
- h) Any Charges, if at the time the Charges were incurred, the Business had less than two (2) Cards.

### **What are the Responsibilities of the Business?**

The Business may request Brim to waive the Business’ liability for Unauthorized Charges only if the Business meets all the following requirements.

Within two (2) Business Days of the Date of Notification the Business must:

- a) Use reasonable efforts to retrieve the Card from the Cardholder; or
- b) In cases where the Business does not retrieve the Card from the Cardholder, then on or immediately following the Date of Notification, the Business must deliver to the Cardholder or send by registered mail or courier a written notice (a sample of such notice is attached as Appendix II) stating that the Cardholder's Card has been cancelled, and instruct the Cardholder to:
  - (i) immediately discontinue use of Card; and
  - (ii) immediately pay any outstanding amounts owed in respect of Unauthorized Charges; and
- c) Notify Brim to cancel the Card.

If the Business does not notify Brim to cancel the Card within two (2) Business Days of the Date of Notification, Brim will not waive any Charges incurred after the Business' request to cancel the Card.

### **How to Make a Claim**

Within thirty (30) days of the Date of Notification the Business must:

- a) Provide the following information to the Program Administrator [a sample letter the Business may use (but is not obligated to use) to provide the following information is attached as Appendix I]:
  - A request that Brim waive the Unauthorized Charges;
  - The Date of Notification;
  - The Date the Card is cancelled;
  - Date of Request of Card cancellation;
  - Cardholder's Date of Birth;
  - Employment termination date, if applicable;
  - The Cardholder's name, Card number, home address, home telephone number, business address, business telephone number and if the Cardholder's employment was terminated, the last known phone number for the Cardholder;
  - If the Card was retrieved from the Cardholder, the date it was retrieved and confirmation that the Card is still in the Business' possession; and
  - If the Card was not retrieved from the Cardholder, the date the Business instructed the Cardholder in writing to stop using the Card: and
  - Business Name, Address and telephone number.
- b) Send an 'Affidavit of Waiver' to the Program Administrator (a sample Affidavit of Waiver the Business may use (but is not obligated to use) is attached as Appendix III).

If the Program Administrator requests additional documents and/or information from the Business (other than as set out above), all additional documents and information must be filed with the Program Administrator within sixty (60) days from the Date of Notification.

### **Inquiries**

Please direct any claim inquiries regarding this Program to the Program Administrator at:

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

Telephone: **1-833-429-2746**

Please refer to program number **PSI061404479**

**Recovery**

If the Business recovers any amounts for Unauthorized Charges from any source after the Business has filed an Affidavit of Waiver with BRIM's authorized administrator, the Business will remit all such amounts to Brim's authorized administrator within fifteen (15) days of recovery. The Business agrees to assign any rights it may have to collect such amounts from the Cardholder to Brim.

**Insurance**

This Program does not cover Unauthorized Charges that are covered by insurance, or any Unauthorized Charges that would have been paid if the Program was not in effect. The portion of Unauthorized Charges that are in excess of those covered by insurance, but less than the limit of what Brim will waive under this Program are eligible to be waived in accordance with the terms of this Program.

**Termination**

This Program will automatically terminate on the earliest of the following:

- a) the date the Business' Brim Business Credit Card Agreement (Business Liability) is cancelled; or
- b) the date set out in a notice of cancellation of the Program sent to the Business from Brim, such date to be at least thirty (30) days' from the date of the notice is mailed.

**Misstatement**

Any fraud, misstatement or concealment by the Business either in regard to any matter affecting this Program or in connection with the making of a Claim shall render this Program in respect of the Business null and void.

**Currency**

All amounts in this Program Description are in Canadian dollars and all Claims will be paid in Canadian dollars.

## Appendix I

### Sample Notice of Card Cancellation and Waiver Request

Date

Name

Company

Address

City, Province

Postal Code

Brim Financial Inc.

Address

City, Province

Postal Code

Re: Notice of Card Cancellation and Waiver Request

To: Brim Financial Inc.

Our employee gave notice and/or received written notice of termination and/or left the Business' service. (In the case of a Cardholder who is a member of a bargaining unit, a grievance has been placed with the labour arbitrator recommending that the Cardholder's employment be terminated.)

Date of Notification

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Date of Request of Card Cancellation

---

Card Number

---

Employment Termination Date

---

Cardholder's Name

---

Cardholder's Date of Birth

---

Home Address

---

Home Telephone Number

---

Business Name and Address

---

Business Telephone Number

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## Sample Notice of Card Cancellation and Waiver Request

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We understand that in order to request that Unauthorized Charges be waived on the above-card number we must file an Affidavit of Waiver within 30 days of the Date of Notification (as defined in the Brim Business Credit Card Liability Waiver Program Description in the Cardholder Agreement).

Please be advised that:

Charges (*Check all that apply*):

- The Business is requesting that Brim waive Unauthorized Charges that have been made by the Cardholder.
- The Business is requesting that Brim waive any Unauthorized Charges yet to be discovered by the Business and charged to the Card.

Retrieval of Card (*Check One*):

- The Business has retrieved the Card which is in our possession. Date Retrieved: \_\_\_\_\_.
- The Card holder is still in possession of the Card but has been contacted in writing and directed to discontinue all use of the Card and to return the Card. A copy of the letter sent to the Cardholder is attached.

If I can provide further information I can be reached at \_\_\_\_\_  
(*Telephone number/Fax number*)

Yours truly,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (*Must be Corporate Officer*)

*Note: This letter must be forwarded to Brim within 2 business days of the Date of Notification.*

## Appendix II

### Sample Written Notification to Employee of Card Cancellation

Date

Name

Company

Address

City, Province

Postal Code

Employee Name

Home Address

City, Province

Postal Code

Dear (Employee Name):

Please be advised that we have cancelled your Card (Card Number: \_\_\_\_\_), and that your rights to use the card ended when you ceased to be an employee of our Company:

You must discontinue immediately all use of the Card and return it to us if you have not already done so.

You must immediately reimburse the Company for any outstanding amounts owed in respect of your use of the card.

Thank you for your co-operation in this matter.

Yours truly,

---

*(Authorized Signature)*



**Appendix III**  
**Sample Affidavit of Waiver**

Date  
Name  
Company  
Address  
City, Province  
Postal Code

Brim Financial Inc.  
c/o Royal & Sun Alliance Insurance Company of Canada as Program Administrator  
Attention: Claims Management Services  
2 Prologis Blvd., Suite 100  
Mississauga, Ontario  
L5W 0G8

Re: Request for Waiver of Charges under Program # **PSI061404479** (the "Program")  
Card Number \_\_\_\_\_  
Cardholder's Name \_\_\_\_\_  
Cardholder's Date of Birth \_\_\_\_\_  
Claim Number \_\_\_\_\_  
*(as assigned by the Program Administrator)*

To: Brim Financial Inc.:

I certify the above named Cardholder with an employment termination date of \_\_\_\_\_ (or in the event the Cardholder's employment has not been terminated, the date of cancellation of the Cardholder's card: \_\_\_\_\_) has used his/her Card to make Unauthorized Charges (as defined in the Program Description), totalling \$ \_\_\_\_\_.

Attached you will find a list of the Charges that we have discovered to date *(provide copies of Cardholder's statements and indicate which charges were Unauthorized Charges)*.

We request waiver of these Unauthorized Charges under the terms and conditions of the Program.

Yours truly,

\_\_\_\_\_  
Signature  
*(Must be Corporate Officer)*

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name and Title

Note: This letter must be forwarded to the Program Administrator within 30 days of the Date of Notification.