

THE BRICK PAYMENT PROTECTION PLAN CERTIFICATE OF INSURANCE and DISCLOSURE STATEMENT



The Brick Payment Protection Plan (the “Plan”) is available only to customers of The Brick Warehouse LP who have been issued a Brick Visa Desjardins Card by Desjardins Financial Group (the “Lender”) as insured and who have requested the coverage, agreed to pay the premium, and continue to pay premiums on a timely basis. Failure to make premium payments on a timely basis could cause lapses in coverage. Please see “Termination of Coverage” under Part H, below. The Plan is underwritten pursuant to two Group Policies No.’s BDR1510L & BDR1510P issued to the Lender by Trans Global Life Insurance Company and Trans Global Insurance Company along with the following respective coverage they provide under the Plan:

TRANS GLOBAL INSURANCE COMPANY
Group Policy Nos. BDR1510P
Part A - INVOLUNTARY UNEMPLOYMENT
Part B - LOSS OF EMPLOYMENT – SELF EMPLOYED INDIVIDUALS
Part F - PROPERTY

TRANS GLOBAL LIFE INSURANCE COMPANY
Group Policy Nos. BDR1510L
Part C - CRITICAL ILLNESS
Part D - DISABILITY
Part E - LIFE WITH DISMEMBERMENT

When you enroll in the Plan, you are enrolling directly with the insurers, and not with the Lenders nor with The Brick Warehouse LP.

The following PARTS are applicable to the coverages provided by both insurance Companies described in Parts A-F, Part G – DEFINITIONS; and Part H - GENERAL PROVISIONS.

This Certificate plus the insurance premium billed on Your “Brick Visa Desjardins Card” statement from the Lender are evidence of Your insurance under the Plan. As Your benefits are based on Your Outstanding Balance, the coverage is suspended when there is no Outstanding Balance and is automatically reactivated when You make a purchase using Your Brick Visa Desjardins Card and an Outstanding Balance results, provided the insurance has not been terminated in accordance with the provisions outlined in this Certificate.

WHO IS COVERED

The Life and Dismemberment and Critical Illness coverages are available to the primary cardholder and their Spouse. The Disability, Involuntary Unemployment and Property coverages are available only to the primary cardholder. The primary cardholder is the individual whose name appears first on the Brick Visa Desjardins Card Statement.

HOW TO CANCEL THIS INSURANCE

Upon receipt of this Certificate, if You do not want this insurance, **return this Certificate within 30 days and ask Us in writing to cancel**, and any premiums charged, pursuant to the Group Policies noted above and to this Certificate, will be refunded on Your Brick Visa Desjardins Card. You can cancel anytime after 30 days by sending Us a request in writing but you will not be entitled to any refund of premiums charged. Please keep this Certificate in a safe place for future reference.

If You have any questions regarding this insurance or require claim information, please contact:
Trans Global Insurance Group, Suite 275, 16930-114 Avenue, Edmonton, AB T5M 3S2, Telephone 1.844.930.6022.

PART A - INVOLUNTARY UNEMPLOYMENT BENEFIT

BENEFITS

If You become involuntarily unemployed after the Effective Date, we will pay the Lender on Your behalf, retroactively beginning from Your Date of Loss, Your Monthly Payments as defined in Part G - Definitions. We will make Your Monthly Payment until You return to work full-time, subject to a maximum of 12 Monthly Payments. When You are simultaneously disabled and involuntarily unemployed, You are entitled to benefits only under one coverage, not under both. The total Monthly Payments will not exceed the lesser of the Outstanding Balance or \$25,000.

CONDITIONS

1. To be eligible for involuntary unemployment benefits, You must have been insured under the Plan and gainfully employed on a permanent basis, working full-time at the Date of Loss, which means working at least 25 hours each week;
2. You shall have been involuntarily unemployed for more than 30 consecutive days;
3. Prior to Your involuntary unemployment, You shall have been paying employment insurance premiums to Human Resources and Social Development Canada (HRSDC) and/or any of its successor entities. Within 15 days of Your involuntary unemployment You must have registered with Canada Employment Insurance Commission to receive employment insurance benefits.
4. While You are involuntarily unemployed You must be available to work full-time and You may be required to provide evidence that You are actively seeking employment.

EXCLUSIONS

We shall not be liable for involuntary unemployment benefits due to:

1. unemployment for any reason beginning within 30 days from the Effective Date;
2. unemployment known by You to be impending at the time of application for insurance;
3. loss of seasonal employment;
4. strikes or lockouts, whether or not You participate voluntarily;
5. disability for which benefits are payable under this Plan;
6. discharge for cause by Your employer;
7. pregnancy or childbirth and maternity or paternity leave;
8. voluntary unemployment;
9. criminal charges having been laid against You and any resulting incarceration;
10. loss of self-employment - See Part B;
11. retirement, whether voluntary or mandatory;
12. any of the exclusions listed under the heading “General Exclusions” found in Part H – General Provisions.

RE-ELIGIBILITY

If You return to work for less than 6 consecutive months after receiving benefits under this Part A, and suffer another period of at least 30 consecutive days of involuntary unemployment, You will only be eligible for any remaining benefits of the maximum 12 Monthly Payments from the previous claim. However, if You have returned to full time employment (at least 25 hours per week) for at least 6 consecutive months after receiving benefits under this Part A, Your coverage will be reinstated for up to another 12 months benefits (subject to the \$25,000 maximum limit) for subsequent periods of covered involuntary unemployment.

PART B – LOSS OF EMPLOYMENT – SELF EMPLOYED INDIVIDUALS

BENEFITS

If You become involuntarily unemployed, as a self-employed individual as a result of your business being involuntarily petitioned into bankruptcy by your creditors, and you remain unable to generate any income during the period of 30 consecutive days after the Effective Date and while insured. You may be entitled for benefits under the Trans Global Insurance (TGI) Job loss insurance for self-employed individuals.

Upon eligibility, Trans Global Insurance (TGI) will pay the Credit Card Company on Your behalf, retroactively beginning from Your Date of Loss, Your Monthly Payments as defined in Part G – Definitions. TGI will make Your monthly Payment until You return to work full-time, subject to a maximum of 12 Monthly payments. When you are simultaneously disabled and involuntarily unemployed, You are entitled to benefits only under one coverage, not under both. The total Monthly Payments will not exceed the lesser of the Outstanding Balance at the Date of Loss or the \$25,000.00.

CONDITIONS

1. To qualify for eligibility under this Policy for involuntary unemployment for self-employed individual benefits, You must have been insured under the Plan and working in a capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the Date of Loss, which is defined as working a minimum of 25 hours each week, in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the effective date of the Trans Global insurance policy.
2. You shall have been involuntarily unemployed for more than 30 consecutive days;
3. Prior to Your involuntary unemployment, as a self-employed individual, You shall have been paying employment insurance premiums to Human Resources and Social Development Canada (HRDC) and/or any of its successor entities. Within 15 days of your involuntary unemployment, You must have registered with Canada Employment Insurance Commission to receive employment insurance benefits;

DATE OF LOSS is the date the event or occurrence or, in the case of total disability or involuntary unemployment, the commencement thereof, giving rise to a claim under the Plan.

EFFECTIVE DATE For the coverage provided under Parts A, B, C, D, E, & F, the Effective Date is the date that We, or the Lender, receive your signed application for insurance.

CHARGES FOR INSURANCE AND METHOD FOR DETERMINATION. MONTHLY PAYMENT(S) based on the various purchase plan amounts that make up Your Brick Visa Desjardins Card Outstanding Balance on Your Date of Loss and will be calculated to include:

Account Type	Monthly Payment Based On
a) Regular Purchases	the purchase plan’s Minimum Payment amounts
b) Deferred Payment Financing	3.5% of its purchase plan amounts
c) Equal Instalments Financing	the purchase plan’s Minimum Payment amounts
d) Other than account types (a), (b) and (c)	3.5% of its purchase plan amounts

OUTSTANDING BALANCE is the total of all current and deferred payment financing plan amounts owing on Your Brick Visa Desjardins Card on Your most recent monthly statement rendered prior to the Date of Loss.

SPOUSE means Your spouse that You are married to; or Your partner in a common-law relationship of the same or opposite sex, who although not legally married to each other, have continuously co-habited in a marriage like relationship for at least 12 months.

YOU, YOUR and YOURSELF means the cardholder whose name appears on the Brick Visa Desjardins Card and is responsible for the outstanding debt. If more than one person’s name appears or more than one person is responsible for the debt, You is deemed to be the first person who is named on the Brick Visa Desjardins account monthly statement.

WE, US and/or OUR refers to Trans Global Life Insurance Company and or Trans Global Insurance Company, both of which are owned by The Brick Warehouse LP.

PART H - GENERAL PROVISIONS

BENEFICIARY Benefits payable under Parts A, B, C, D, & E of the Plan shall be paid to the Lender, as irrevocable Beneficiary, to be applied by the Lender toward the discharge of the Outstanding Balance.

CERTIFICATE This Certificate contains all the insuring terms and conditions between You and Us. In the event of any inconsistencies or ambiguities between this Certificate and the Group Policies Nos. BDR1510L and BDR1510P regarding Your coverage, the terms of this Certificate will prevail. Copies of the Group Policies are available by contacting Trans Global Insurance Group.

SUBROGATION As a condition to the payment of any claim to You under this Policy, You shall, upon request, transfer the damaged item to Us and assign to Us all legal rights which the covered person has against all other parties for the loss. You shall give us all such assistance as We may reasonably require to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in Your name.

MAKING A CLAIM

CLAIM FORMS may be obtained by calling a Customer Service Representative at 1.844.930.6022.

NOTICE OF LOSS in writing must be filed with Trans Global Insurance Group at the office address set out at the beginning of this Certificate within 90 days from the date of such loss. Failure to report a loss within the stated period of time will invalidate any claim in respect of such loss.

PROOF OF LOSS in writing and any required receipts or reports must be furnished to Trans Global Insurance Group at the office address set out at the beginning of this Certificate within 90 days from the date of such loss. Subsequent written proofs of continuance of such loss must be furnished at such intervals as We may require. Costs incurred by You to obtain proof or evidence of Your loss will be at Your own expense.

You will provide written authorization for Us to make inquiries of Your past and present employers for the settlement of Your Disability and Involuntary Unemployment claims, and of Your medical or other health care practitioners for the settlement of Your Life With Dismemberment, Critical Illness and Disability claims as We consider necessary. You will also for the settlement of Your Property claims, as often as may be reasonably required, exhibit any damaged merchandise purchased on Your Brick Visa Desjardins Card to Our representatives, cause members of Your household and others to submit to examination under Oath and subscribe the same.

GENERAL EXCLUSIONS No benefits will be paid under the Plan’s Involuntary Unemployment, Loss of Employment - Self-Employed Individuals, Critical Illness, Disability or Life and Dismemberment coverage if the loss was, directly or indirectly, caused by :

1. an attempted suicide or suicide, while sane or insane, within two years of the Effective Date;
2. an intentionally self-inflicted injury;
3. the commission, or attempted commission, of an illegal act;
4. military service, declared or undeclared war, or any nuclear, chemical, or biological contamination resulting from an act of terrorism; or
5. alcohol or solvent abuse, or the taking of drugs except where prescribed by a licensed doctor and taken as directed.

LEGAL PROCEEDINGS No legal action may be brought against Us, unless it is brought within 24 months after the Date of Loss; or the shortest applicable limit of time established by law. 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.

LIMITATION ON PURCHASES MADE DURING CLAIM PERIOD The benefits payable under this Plan are calculated on Your Outstanding Balance on the Date of Loss. Any purchases or charges made on Your Brick Visa Desjardins Card after the Date of Loss and during the period for which You are collecting benefits will not be included in the calculation of Your benefit.

MISSTATEMENT OF AGE Our liability is limited to a refund of all premiums you have paid when You misstated your age to Us at the time You provided to Us your application for insurance.

PREMIUM RATE The monthly premium charged under the Plan is \$1.39 per \$100 (or part thereof) of Your Brick Visa Desjardins Card “Outstanding Balance” along with applicable taxes. For example, if Your Brick Visa Desjardins Card Outstanding Balance is \$400, Your premium billed for the previous month would be \$5.56, plus applicable taxes; and if Your Brick Visa Desjardins Card Outstanding Balance is zero, Your premium for the previous month would be zero.

PREMIUM RATE AND/OR PLAN CHANGE We reserve the right to establish new premium rates and cancel or modify any terms of the Plan. You and the Lender will receive at least 31 days written notice of any change to premium rates or terms of the Plan.

REFUNDS In the event of termination of Your Coverage, We will credit Your Brick Visa Desjardins Card on a Pro Rata basis with any unearned premium paid by You. No refund or credit will be made if the amount is less than One Dollar (\$1.00).

TERM OF AGREEMENT AND TERMINATION OF COVERAGE The term of the insurance provided under this Certificate begins on the date that the Lender, The Brick Warehouse LP or the Insurer receives Your completed application for insurance coverage hereunder and continues on any existing or new outstanding balance until coverage ends on the sooner of any of the following:

1. the next billing date after We or The Brick Warehouse LP receive Your written request to end this insurance coverage;
2. 31 days from the date We or The Brick Warehouse LP send You written notice, by first class mail to Your last known address, to cancel this insurance;
3. the date Your account is terminated by the Lender on receipt of notice of termination;
4. the date Your account is terminated by You on receipt of notice of termination and receipt of payment of all outstanding balances;
5. the date You are more than 90 days delinquent in making any required payments on Your Brick Visa Desjardins Card.

Trans Global Insurance Company
and Trans Global Life Insurance Company

Moe Assaf - Senior Director, Financial Services



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4. Be approved by Canada Employment Insurance Commission for receipt of benefits under the Canada Employment Insurance Program as set out in the Canadian Employment Insurance Act;
5. While You are involuntarily unemployed, as a self-employed individual, You must be available to work full-time and You may be required to provide evidence that You are actively seeking employment.

EXCLUSIONS

We shall not be liable for involuntary unemployment for self-employed individual benefits due to:

1. Unemployment for any reason beginning within 90 days from the Effective Date;
2. Unemployment known by You or should have been known to You impending at the time of application for insurance;
3. Strikes or Lockouts, whether or not You or your business participate voluntarily;
4. Disability for which benefits are payable under this Policy;
5. Discharged for cause by a hiring company or customer;
6. Pregnancy or childbirth and maternity, paternity or adoption leave;
7. Family medical or caregiver leave;
8. Voluntarily unemployment, You refused to complete work, as contracted or as outlined in job specifications
9. Failure to comply with safety regulations and conditions required by trade unions, associations or provincial health and safety regulators;
10. Criminal charges having been laid against You and resulting incarceration;
11. Failure to pay child maintenance support payments, spousal support or alimony;
12. Inability to travel for work related reasons due to loss of passport or visa conditions;
13. Closure of business as a result of gross or willful misconduct, negligence, voluntary forfeiture of salary, wages or income;
14. Retirement, whether voluntary or mandatory;
15. Any of the exclusions listed under the policy heading “General Exclusions” found in Part H – General Provisions.

RE-ELIGIBILITY

If you return to work in a capacity of self-employment for less than 6 consecutive months after receiving benefits under the this Part B, and suffer another period of at least 90 consecutive days of involuntary unemployment, for self-employed individuals, You will only be eligible for any remaining benefits of the maximum 12 Monthly Payments from the previous claim. However, You must be working in a new business capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the Date of Loss, which is defined as working a minimum of 25 hours each week, in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the effective date of the Trans Global insurance policy. After 6 consecutive months, your coverage will be reinstated for up to another 12 month benefit period (subject to the \$25,000.00 maximum policy limit) for subsequent periods covered by involuntary unemployment for self-employed individuals.

MAKING A CLAIM - For Self-Employed Only

CLAIM FORMS may be obtained by calling a Customer Service Representative at 1-844-930-6022 or on our website at transglobalinsurance.ca.

NOTICE OF LOSS in writing may be filed with Trans Global Insurance Group at the office address set out at the beginning of this Policy within 90 Days from the date of such loss.

Failure to report a loss within the stated period of time will invalidate any claim in respect of such loss.

PROOF OF LOSS in writing and any required receipts or reports must be furnished to Trans Global Insurance Group at the office address set out at the beginning of this Plan within 90 days from the date of such loss. Subsequent written proofs of continuance of such loss must be furnished at such intervals as We may require. Costs incurred by You to obtain proof or evidence of Your loss will be at Your own expense.

Bankruptcy court documents must be provided to Trans Global Insurance Group at the address set out at the beginning of this Plan showing proof of filed bankruptcy along with the name of the appointed trustee of bankruptcy. TGI may at its discretion require financial statements showing proof of documented evidence of the past 3 years of business operations, business tax returns for the evidence of filing with Canada Revenue Reporting Agency, along with individual and spouse tax returns for the past 3 years showing evidence of filing with Canada Revenue Reporting Agency. We may also require the most recent copy of articles of incorporation and business license of the business at the time of the claim.

PART C – CRITICAL ILLNESS BENEFIT

BENEFITS

If, after the Effective Date and while insured, You or Your Spouse are diagnosed with a Critical Illness for the first time in his or her life and survive that First Diagnosis for at least 30 days We will pay to the Lender an amount equal to the Outstanding Balance on Your Brick Visa Desjardins Card at the date of First Diagnosis of the Critical Illness, to a maximum of \$25,000.

CONDITIONS

1. Critical Illness coverage under Part C ceases to an individual once they attain the age of 65. The date of First Diagnosis must occur prior to the individuals 65th birthday.
2. The Critical Illnesses covered under this Plan are Life Threatening Cancer, Heart Attack, Stroke, Coronary Artery By-Pass Grafts, Kidney Failure and Major Organ Transplant. Full definitions of these Critical Illnesses along with any limitations are found below.
3. Under this Plan the Critical Illness benefit will be paid only once for either You or Your spouse. After the Critical Illness benefit is paid, You remain eligible for benefits described under Parts A, B, D, E, & F of this Certificate and Your Spouse remains eligible for benefits described under Part E.
4. Proof of loss satisfactory to Us must be submitted within 90 days of First Diagnosis. The diagnosis must be made in writing by a licensed physician and be supported by medical evidence that We require, or may require.

EXCLUSIONS

We do not pay a benefit for a particular Critical Illness if:

1. that Critical Illness resulted directly or indirectly from any of the exclusions listed under the heading “General Exclusions” found in Part H – General Provisions;
2. that Critical Illness existed, or was First Diagnosed, prior to the Effective Date or within 90 days after the Effective Date.

CRITICAL ILLNESS DEFINITIONS & LIMITATIONS

CRITICAL ILLNESS Only the following Critical Illnesses, as defined below, are covered under this Plan:

1. Cancer (Life Threatening) – Meaning any malignant tumour characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The diagnosis must be made in writing by a physician and be confirmed by histological examination of the involved tissue. Under this Plan Cancer includes leukaemia and Hodgkin’s disease but does not include:
 - All tumours which are histologically described as pre-malignant, as non-evasive or as cancer in situ;
 - Stage A prostate cancer, Duke’s Stage A colon cancer, or any pre-malignant lesions, benign tumours or polyps;
 - Kaposi’s sarcoma or cancerous tumors in the presence of Human Immunodeficiency Virus;
 - Any skin cancer that is not malignant invasive melanoma and that has not exceeded .75 millimeters in depth;
 2. Heart Attack – Meaning the death of a portion of the heart muscle as a result of inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:
 - Typical chest pain;
 - New characteristic electrocardiographic (ECG) changes; and
 - The characteristic rise of cardiac enzymes, troponins or other biochemical markers.
 - Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.
 3. Stroke – Meaning any cerebrovascular incident, excluding transient ischemic attack (mini stroke), producing death of a portion of the brain as a result of thrombosis, intracranial or subarachnoid hemorrhage or embolization from an extracranial source and with objective evidence of a new permanent neurological deficit persisting for more than 30 days.
 4. Coronary Artery By-Pass Grafts – means the undergoing of heart Surgery to correct the narrowing or blockage of one or more coronary arteries using venous or arterial grafts. Coronary Artery By-Pass Grafts does not include;
 - Angioplasty (percutaneous transluminal coronary angioplasty);
 - Laser relief of an obstruction; stern insertion; coronary angiography; or
 - Any other intra-catheter technique.
- The Surgery must be deemed medically necessary by a physician who is a board certified cardiologist.
5. Kidney Failure - means end stage, irreversible failure of both kidneys to function, provided that a physician who is board certified has determined that such failure requires either:
 - Immediate and regular kidney dialysis (no less often than weekly) that is expected by such physician to continue for at least six months; or
 - A kidney transplant.
 6. Major Organ Transplant – means the actual undergoing as a recipient of a transplant of a heart, lung, pancreas, kidney or liver.

FIRST DIAGNOSIS & FIRST DIAGNOSED means the date on which a licensed physician establishes the diagnosis of a Critical Illness.

PART D – DISABILITY BENEFIT

BENEFITS

If You are totally disabled and as a result are unable to work, while You are covered under the Plan We will make Your Monthly Payments, as defined in Part G - Definitions, to the Lender on Your

behalf during the term of Your total disability beginning retroactively with Your Date of Loss and until You are able to return to work, subject to a maximum of 12 Monthly Payments. The total benefits paid will not exceed the lesser of the Outstanding Balance or \$25,000.

CONDITIONS AND LIMITATIONS

1. You must become, after the Effective Date, totally and continuously disabled as the result of accidental bodily injury or sickness, and shall be regularly attended by a licensed physician or surgeon other than Yourself and, in the opinion of the physician or surgeon, be prevented from engaging in any business or employment for which You are reasonably fitted by training, experience or education, and shall remain so totally disabled for more than 30 consecutive days.
2. To be eligible for disability benefits, You must have been insured under the Plan and gainfully employed on a permanent basis, working full-time at the Date of Loss, which means working at least 25 hours each week.
3. We will require Your attending physician or surgeon to send Us a written statement, on a form provided by Us or acceptable to Us, during the initial period of disability indicating that You were totally disabled and unable to resume employment because of the disability. You may be required to provide subsequent verification of continued disability.
4. Benefits will end once Your doctor allows you to return to work on a full-time, part-time, or modified basis.
5. When You are simultaneously disabled and involuntarily unemployed, You are entitled to benefits only under one coverage, not under both.

EXCLUSIONS

We do not pay a monthly disability benefit if Your disability resulted directly or indirectly from:

1. any of the exclusions listed under the heading “General Exclusions” found in Part H – General Provisions;
2. a pre-existing condition, if Your disability commences anytime during the first 12 months of coverage. For the purposes of this exclusion we define a pre-existing condition as any sickness or injury for which You received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the Effective Date of Your coverage;
3. a nervous, mental, psychological, emotional or behavioral disorder or condition unless You are under the full-time care of a licensed psychiatrist;
4. a Critical Illness for which a benefit has been paid under Part C - Critical Illness, of this Plan;
5. normal pregnancy ;
6. foreign travel or residence;
7. flight on non-scheduled aircraft.

RE-ELIGIBILITY

When payments have been completed for a claim under these disability provisions, You must resume permanent full-time employment 25 or more hours per week for a period of 60 consecutive days to become eligible for a further disability claim.

PART E - LIFE WITH DISMEMBERMENT BENEFIT

BENEFITS

We will pay to the Lender, on Your behalf, upon due proof of the death or dismemberment of You or Your Spouse occurring after the Effective Date and while You are covered under the Plan an amount of insurance equal to the Outstanding Balance on Your Brick Visa Desjardins Card at the date of death or dismemberment to a maximum of \$25,000. If the death or dismemberment of You and Your Spouse occur simultaneously, only one benefit will be paid.

DISEMBERMENT

Dismemberment means accidental bodily injuries that are sustained directly and independently of all other causes resulting in the total and irrevocable loss of the entire sight of both eyes, or a hand or foot by complete severance through or above the wrist or ankle joint.

AGE LIMITATION

If You or Your Spouse are 65 (71 in British Columbia) years of age or more at the date of his or her death, the life insurance benefit for You or Your Spouse will be paid only in the event of accidental death. Accidental death shall mean death through accidental means sustained directly or independently of all other causes and occurring within 100 days from the date of accident.

EXCLUSIONS

We do not pay a benefit if the death or dismemberment resulted directly or indirectly from:

1. any of the exclusions listed under the heading “General Exclusions” found in Part H – General Provisions.
2. a pre-existing Condition, if You or Your Spouse die within 6 months of the Effective Date from that pre-existing condition. For the purposes of this exclusion We define a pre-existing condition as any sickness or injury for which You or Your Spouse received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the Effective Date of Your coverage.
3. a Critical Illness for which a benefit has been paid under Part C – Critical Illness – of this Plan.

PART F - PROPERTY (Not available to Residents of British Columbia or Quebec)

We will repair, replace or reimburse, at the discretion of Us, most new items purchased on Your Brick Visa Desjardins Card after the Effective Date in the event of loss, theft damage or product defect within ninety (90) days of the purchase when the full price of the product is charged to your Brick Visa Desjardins Card, if the item is not covered by Other Insurance (See Limitations – Other Insurance below). If the item is lost, stolen or damaged, it will be replaced, repaired or You will be reimbursed, at the discretion of Us. Items given by You are covered subject to compliance with the terms and conditions herein. Exclusions – does not provide coverage for the following items: travellers’ cheques, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, art projects, animals, living plants, services, any item purchased by and/or used for a business or commercial purpose, used and pre-owned items including antiques and demos, perishables such as food and liquor, ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; automobiles, motorboats, airplanes and any other motorized vehicles, parts, accessories and labour thereof. Jewellery in baggage is covered only if hand carried by the 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 \$2,500 per incident. No coverage is provided if the item is covered by Other Insurance. Other Insurance means any and all policies of insurance or indemnity which provide additional coverage to You or Your Spouse for loss, theft or damage covered under this certificate.

LIMITATIONS

1. This insurance only applies if You have an Outstanding Balance at the Date of Loss and only covers a new item of personal property (not purchased by or for use by a business or for commercial purposes) for which the full purchase price was paid on Your Brick Visa Desjardins Card.
2. The amount payable under this coverage in respect of one or more claims where the loss or damage occurs to one or more eligible items purchased in one or more transactions shall not exceed \$5,000;
3. Prior written approval by Us is required for the repair, replacement or reimbursement of the merchandise in order for a claim to be payable by Us. We will decide whether the damaged merchandise is to be repaired or replaced.
4. **Other Insurance.** The property insurance extended by Us is issued strictly as excess coverage and does not apply as contributing insurance. This policy is not a substitute for other insurance and covers You only to the extent a permitted claim for the eligible new purchase exceeds the coverage of other policies of insurance or indemnity which provide additional coverage to You or Your spouse for loss, theft or damaged covered (“Other Insurance”). This policy also provides coverage for the amount of the deductible of Other Insurance. The coverage afforded by the Company takes effect only when the limits of Other Insurance have been reached and paid to You or Your Spouse regardless of whether the other insurance contains provision purporting to make the coverage of Other Insurance non-contributory or excess.
5. You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by Property Coverage. We will not unreasonably apply this provision to avoid claims under this Policy. Where damage or loss is due to a malicious act, vandalism, burglary, robbery, theft or attempt there at, or is suspected to be so due, You shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Proof of Loss prior to settlement to a claim.

EXCLUSIONS

Under the Excluded Items –Property Coverage does not cover the following items and services: automobiles, motorboats, airplanes and other motorized vehicle, and parts and accessories thereof; services; dealer and assembler warranties, normal wear and tear, used and pre-owned items, including demos, normal course of play, negligence, misuse and abuse, inherent product defects, willful acts or omission and improper installation or alteration, ancillary costs, and 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. Exclusions – Losses resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, willful act or omissions, normal wear and tear, normal course of play, flood, earthquake, tornado, radioactive contamination, inherent product defect, items consumed in use, or mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another) are not covered under Property Protection nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses. Coverage this Plan does not insure You against:

1. Loss of property unless there is visible evidence of forcible entry;
2. Mysterious disappearance;
3. Loss or damage of property unless you have given immediate notice of such loss to the police as evidenced by a police report;
4. Loss or damage caused by You, a relative of Yours, or an individual with whom You cohabitate.

PART G - DEFINITIONS

