

# THE BRICK PAYMENT PROTECTION PLAN CERTIFICATE OF INSURANCE and DISCLOSURE STATEMENT FOR RESIDENTS OF THE PROVINCE OF QUEBEC.

Compagnie D'Assurance-Vie Trans Globale



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 Group Policy No. BDQC1604L issued to the Lender by Compagnie D'Assurance-Vie Trans Globale. This Certificate of Insurance describes the following benefits available under the Brick Payment Protection Plan:

**Compagnie D'Assurance-Vie Trans Globale**  
Group Policy No. BDQC1604L  
Part A INVOLUNTARY UNEMPLOYMENT  
Part B UNEMPLOYMENT SELF-EMPLOYED  
Part C CRITICAL ILLNESS  
Part D DISABILITY  
Part E LIFE AND DISMEMBERMENT  
Part F PRICE GUARANTEE

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

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 coverage is available to the primary cardholder. The Disability and Involuntary Unemployment 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 60 days and ask Us in writing to cancel, and any premiums charged, pursuant to the Group Policy noted above and to this Certificate, will be refunded on Your Brick Visa Desjardins Card. You can cancel anytime after 60 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:

Compagnie D'Assurance-Vie Trans Globale, c/o Assurant Services Canada Inc. 5000 Yonge Street, Suite 2000 Toronto, Ontario M2N 7C9  
Telephone in French: 1.905.305.4262 or toll free: 1.877.305.4266, English: 1.905.305.4261 or toll free: 1.877.305.4265

## PART A - INVOLUNTARY UNEMPLOYMENT BENEFIT

### BENEFITS

If You become involuntarily unemployed after the Effective Date, We will pay to you, 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 G - 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 Life Insurance (TGLI) Job loss insurance for self-employed individuals.

Upon eligibility, Trans Global Life Insurance (TGLI) 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. TGLI 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;
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. Voluntary 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 G – 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 in French: 1.905.305.4262 or toll free 1.877.305.4266, English: 1.905.305.4261 or toll free: 1.877.305.4265.

**NOTICE OF LOSS** in writing may be filed with Compagnie D'Assurance-Vie Trans Globale 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 Compagnie D'Assurance-Vie Trans Globale at the office address set out at the beginning of this Policy 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 Compagnie D'Assurance-Vie Trans Globale 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. TGLI 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 are diagnosed with a Critical Illness for the first time and survive that First Diagnosis for at least 30 days We will pay to You an amount equal to the Outstanding Balance on Your Brick Visa Desjardins Card Account 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 You. After the Critical Illness benefit is paid, You remain eligible for benefits described under Parts A, B, D, E, & F.

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-invasive 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 pay to You Your Monthly Payments, as defined in Part G - Definitions, 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 You, upon due proof of the death or dismemberment of You 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 account at the date of death or dismemberment to a maximum of \$25,000.

#### DISMEMBERMENT

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 are 65 years of age or more at the date of Your death, the life insurance benefit 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 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 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 - PRICE GUARANTEE

#### BENEFITS

If, while you are insured, within 100 days of delivery or pick up of Your merchandise that was purchased at The Brick and paid for on Your Brick Visa Desjardins Card, You find the same brand and model currently advertised in a flyer or print ad, on TV or radio, online, or displayed in store by either The Brick or a competitor at a lower price with identical terms and conditions, We will credit You the difference back to Your Brick Visa Desjardins Card.

This Price Guarantee is an extension to 100 days of The Brick's publicized Price Guarantee at the time of the merchandise purchase, for Brick Visa Desjardins purchases, while You are insured. The Brick's Price Guarantee may be amended from time to time and as a result this benefit may also be amended without notice to match The Brick's Price Guarantee terms and conditions.

Proof of the lower advertised price including the date, full terms and conditions and name and location of competitor will be required.

#### LIMITATIONS

1. This Benefit only applies if You are insured under this Policy and have an Outstanding Balance at the time of the merchandise purchase.
2. Merchandise can only be a new item purchased for personal use and for which the full purchase price was paid on Your Brick Visa Desjardins Card.
3. The amount payable under this benefit in respect of one or more claims where the price change occurs to one or more eligible items purchased per merchandise invoice shall not exceed \$1,000.

#### CONDITIONS AND EXCLUSIONS

1. The price matching merchandise must be identical to the purchased merchandise, available at the same locality as the purchased merchandise, priced in Canadian dollars and offered under the same terms and conditions as the purchased merchandise.
2. The Price Guarantee does not apply to as-is items, limited quantity items, limited time offers, discontinued or exclusive items, rewards or points programs, commercial and/or builder contract pricing, bid pricing, membership, group or club pricing, errors, pricing from online auctions, bid or retailer aggregator sites, or pricing not otherwise generally available to the public.
3. The Price Guarantee applies only to reasonable quantities for personal household use.
4. Credits are only issued on the Brick Visa Desjardins Card that was provided at time of purchase.

## PART G - DEFINITIONS

**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, 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	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)	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.

**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.

## PART H - GENERAL PROVISIONS

**BENEFICIARY** Benefits payable under Parts A, B, C, D, & E of the Plan shall be paid to You.

**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 Policy Nos. BDQC1604L regarding Your coverage, the terms of this Certificate will prevail. A copy of the Group Policy is available by contacting Compagnie D'Assurance-Vie Trans Globale.

**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 in French: 1.905.305.4262 or toll free: 1.877.305.4266, English: 1.905.305.4261 or toll free: 1.877.305.4265.

**NOTICE OF LOSS** in writing must be filed with Compagnie D'Assurance-Vie Trans Globale 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 Compagnie D'Assurance-Vie Trans Globale 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. All proper claims will be paid regardless of any coverage you may have under any other policy.

**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.

The benefits payable under this Plan are based on Your Outstanding Balance on the Date of Loss. Any changes made on Your Brick Visa Desjardins Card after the Date of Loss but during the benefit period will not be included in the calculation of Your benefits.

**LANGUAGE** I have expressly requested of You that this Agreement and all related documents, including notices, be drawn up in the English language. Je soussigné(e) ai expressément demandé à ce que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en anglais

**LEGAL PROCEEDINGS** No legal action may be brought against Us, unless it is brought within 36 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.

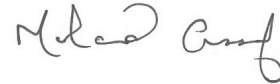
**PREMIUM RATE AND/OR PLAN CHANGE** We reserve the right to establish new premium rates and cancel or modify any terms of the Plan. You and the Lender will receive at least 31 days written notice of any change to premium rates or terms of the Plan.

**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.

Compagnie D'Assurance-Vie Trans Globale



Moe Assaf - Senior Director, Financial Services