



BENEFIT MANUAL - PRICE GUARANTEE BENEFIT

Effective Date: 3/13/2024

This document contains information about *Your* benefits. Please read it carefully and keep it in a safe place.

The benefits outlined in this document is issued to Flexiti Financial Inc (*Flexiti*) by Trans Global Insurance Company (*the Insurer*) under the Group Master Policy (*the Policy*) 04012018-P and provided to eligible *Flexiti Cardholders* who enroll in Simply Secure™ at The Brick, and make a purchase charged to their FlexitiCard in full.

This Benefit Manual contains information about *Your* Price Guarantee benefit and Product Damage or Loss benefit. It 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. It is important that *You* read this Benefit Manual carefully and understand it as *Your* benefits are subject to certain limitations or exclusions. Please refer to the DEFINITION section or the applicable description of benefits for the meanings of all italicized terms. This Benefit Manual is in addition to *Your* Simply Secure™ Certificate of Insurance and replaces any and all Benefit Manual previously issued to *You* with respect to the *Policy*. This benefit is only available if *You* are a resident of Canada. The benefit may be cancelled, changed, or modified at the option of *Flexiti* and the *Insurer* at any time.

PRICE GUARANTEE BENEFIT

The information below summarizes *Your* benefit under Price Guarantee when *You* enroll in Simply Secure™ at The Brick and make a purchase for which the full amount is charged to *Your* FlexitiCard®. Benefit is subject to the terms and conditions in this Benefit Manual. All amounts indicated are in Canadian currency, unless indicated otherwise.

PRICE GUARANTEE BENEFIT	LIMITS
This benefit provides re-imbusement for most new items purchased at The Brick in Canada and charged in full to the <i>Account</i> , if <i>You</i> find the same item by brand or model, advertised for retail sale in Canada at a price lower than the price <i>You</i> paid, <i>You</i> will be reimbursed for the price difference back to <i>Your</i> FlexitiCard. Reimbursement is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges.	<p>Up to 100 days (180 days for Quebec residents) from the earlier of the merchandise pickup date or delivery date, for items purchased at The Brick and fully charged to <i>Your</i> Flexiti Card</p> <p>Price Guarantee benefits will apply to a maximum of 2 identical items purchased, and an item may only be submitted for reimbursement once during the 100-day (180 days for Quebec residents) period.</p> <p>Up to a maximum of \$500 per item and a calendar year maximum of \$1,000 per <i>Account</i>.</p>

DESCRIPTION OF BENEFITS AND EXCLUSIONS

Price Guarantee, automatically without registration, is available only to the *Cardholder*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. Price Guarantee is in effect for 100 days (180 days for Quebec residents) from the earlier of the delivery date or pick-up date of most new items of personal property purchased in Canada and charged in full to the *Account*, subject to the Limitations and Exclusions below. If, within 100 days (180 days for Quebec residents) from the earlier of the delivery date or pick-up date of an eligible item, *You* find an identical item advertised for retail sale in Canada at a price lower than the price *You* paid, *You* will be reimbursed for the price difference. Reimbursement is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges.

LIMITATIONS AND EXCLUSIONS

Price Guarantee benefits are subject to a minimum reimbursement of \$10 per item, a maximum of \$500 per item and a calendar year maximum of \$1,000 per *Account*. Price Guarantee benefits will apply to a maximum of 2 identical items purchased, and an item may only be submitted for reimbursement once during the 100-day (180 days for Quebec residents) period. Eligible items that *You* give as gifts are covered. In the event of a claim, *You*, not the recipient of the gift, must make the claim for benefits. To be eligible,

- 1) *You* must have been insured under the *Policy* at the date of purchase and at the time *You* are claiming benefit as described in this benefit manual.
- 2) The merchandise purchased must be new, locally available, sold by The Brick with standard warranties. 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.

Price Guarantee is not available in respect of the following:

1. 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 or pricing not otherwise available to the public;
2. the Price Guarantee applies only to reasonable quantities for personal household use;
3. credits are issued exclusively to the Flexiti Card that was used for the original purchase;
4. the Price Guarantee does not match the price of merchandise offered on Black Friday, Cyber Monday and/or Boxing Day;
5. animals, living plants or perishables such as food, liquor and/or goods consumed in use;
6. computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
7. automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts, fuels or accessories;
8. one-of-a-kind items;



9. used or previously owned or refurbished items, including antiques, collectibles and fine art;
10. items purchased and/or used by or for a business or for commercial gain; or
11. services related to items purchased, including insurance, duty, delivery and transportation costs. Price Guarantee benefits do not apply if The Brick makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (internet) items and gift card or savings card incentives issued by The Brick are not eligible for Price Guarantee benefits. *You* are only eligible for Price Guarantee benefits if the *Account* is in Good Standing at the time of claim.

Price Guarantee is in excess of all other applicable valid insurance, indemnity, warranty or protection available to *You* in respect of the item(s) subject to the claim. The *Insurer* will be liable only for the amount of the price difference over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and only if all such other coverage has been claimed under and exhausted, and further subject to the terms, exclusions and limits of liability set out in this Benefit Manual.

No benefit will be provided for items purchased after Simply Secure™ coverage ends.

HOW TO CLAIM

If *You* are beyond the standard 30-day Brick Price Guarantee window but still within 100 days (or 180 days for Quebec residents) of the delivery date or pick-up date, *You* may be eligible for an extended Price Guarantee through your Simply Secure™ coverage. To proceed, please visit the store where *You* made *Your* purchase, and the following steps will take place:

1. A store representative will contact *Us* at **1-844-930-6022** or email **clientcare@transglobalinsurance.ca** to confirm *Your* active enrollment in the Simply Secure™ program.
2. Once *We* verify *Your* enrollment, and upon *Your* eligibility, the store will process *Your* price guarantee claim.

All pertinent documents you submit to the store will be sent to:

Trans Global Insurance Company
16902-137 Avenue,
Edmonton, Alberta T5C 0C8

Payment made in good faith will discharge the *Insurer* to the extent of this claim.

PRODUCT DAMAGE OR LOSS BENEFIT

Benefit is not available to residents of British Columbia or Quebec. This coverage is only available for purchases made at The Brick with *Your* FlexitiCard when *You* are actively enrolled in Simply Secure™ Payment Protection Plan.

Coverage

Product Damage or Loss automatically protects most new Insured items of personal property when the purchase is made at The Brick, and the *Purchase Price* is charged to the FlexitiCard, by insuring the item for 90 days from the date of purchase in the event of loss, theft, or physical damage and if the item is not covered by other insurance. If the item is lost, stolen or damaged, it will be replaced, repaired, or *You* will be reimbursed the amount of the Insured Item that was financed by *Your* FlexitiCard Account, at the discretion of the Insurer. Items the *You* give as gifts may be covered under Product Damage or Loss subject to compliance with the terms and conditions of the Policy. *You*, not the recipient of the gift, must make any claim for benefits. *You* are entitled to receive the lesser of: the cost of repairs; the actual cash value of the Insured Items immediately prior to the loss; or the portion of the *Purchase Price* of the Insured Items.

EXCLUDED ITEMS

Product Damage or Loss does not provide coverage for the following items:

1. Items purchased by or for use by a business for commercial purpose, travelers' cheques, any type of currency, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, art objects, art projects, 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 items and not forming part of the Purchase Price; product that are illegal for trade in commerce in the jurisdiction where purchased; firearms; intangibles items: automobiles, motorboats, airplanes, and any other motorized vehicles, parts, accessories and labour thereof. Jewelry stolen from baggage is not covered unless the *Your* baggage is stolen in its entirety; in which case, the loss is subject to a limitation of this certificate.
2. Losses 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, earthquake, flood, tornado, radioactive contamination, inherent product defect, items consumed in use, incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

LIMITATIONS

1. Coverage is not available to residents of British Columbia or Quebec.
2. Coverage is only available for purchases made at The Brick and with a Flexiti issued card.
3. This benefit only applies if the *Cardholder* has an outstanding balance at the date of loss and covers most new items purchased at The Brick for which the full purchase price was charged to the customer's FlexitiCard, and the insurance enrollment occurred at The Brick.
4. The amount payable under this coverage in respect of one or more claims where the loss or damage occurs to one or more Insured items purchased in one or more transactions shall not exceed \$5,000;
5. Prior written approval by *Insurer* is required for the repair, replacement or reimbursement of the merchandise in order for a claim to be payable by the *Insurer*. The *Insurer* will decide whether the damaged merchandise is to be repaired or replaced.
6. This insurance is issued strictly as excess coverage and is classified as supplemental, in that it covers expenses in excess of expenses payable by any other insurance plan. For example, if the



customer is covered under homeowners' insurance, this insurance will cover the deductible only. The coverage afforded by the *Insurer* takes effect only when the limits of the other insurance have been reached and paid to the *Cardholder* regardless of whether the other insurance contains provisions purporting to make the coverage of such other insurance non-contributory or excess.

7. *You* shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to Insured items. The *Insurer* 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, the customer shall give immediate notice to the police or other authorities having jurisdiction. The *Insurer* will require evidence of such notice with the proof of loss prior to settlement to a claim.
8. Coverage under this *Policy* does not insure the customer against:
 - i. Loss or theft of property unless there is visible evidence of forcible entry;
 - ii. Mysterious disappearance;
 - iii. Loss or damage of property unless the customer have given immediate notice of such loss to the police as evidenced by a police report;
 - iv. Loss or damage caused by the customer, a relative of the customer, or an individual with whom the customer cohabitates.

HOW TO CLAIM

You must notify the *Insurer* within 45 days If *You* have incurred a loss covered under the Product Damage or Loss protection by calling **1-844-930-6022**, between 8:00 am and 5:00 pm, MT, Monday through Friday. The notice must be provided BEFORE *You* proceed with any repairs or actions. *You* must keep original receipts and other documents described herein to file a valid claim. We will send *You* the applicable claim form. *You* must complete and sign the claim form, and return within 90 days from the date of the damage or loss, and include the following:

1. the customer copy of the original The Brick sales receipt or email copy;
2. Confirmation that a claim has been made with your primary insurer (if applicable).
3. the *Account* statement showing the charge; and
4. any other information required by the *Insurer* to adjudicate the claim.

All pertinent documents should be sent to: clientcare@transglobalinsurance.ca or

Trans Global Insurance Company
16902-137 Avenue,
Edmonton, Alberta T5C 0C8

In the event that the damaged Insured Item is not repairable, *You* may be required, at *Your* risk and expense, to send the damaged Insured Item to an address designated by the *Insurer*. Where a claim is due to fraud, burglary, robbery, theft or attempt thereat, or is suspected to be so caused, *You* MUST give immediate notice to the police or other authorities having jurisdiction, at *Your* expense.

Payment made in good faith will discharge the *Insurer* to the extent of this claim.

END OF COVERAGE - Coverage for Price Guarantee and/or Product Damage or Loss ends on the earliest of:

1. the date the *Account* is cancelled, closed or ceases to be in Good Standing;
2. the date the *Cardholder* ceases to be eligible for Simply Secure™ coverage; and
3. the date the *Policy* terminates.

For confirmation of benefit or for any questions concerning the information in this Benefit Manual, please call the *Insurer* at 1-844-930-6022.

WHAT ELSE DO YOU NEED TO KNOW?

1. **PRICE GUARANTEE: Notice and Proof of Claim.** *You* must notify *Us* as soon as *You* discover the advertised price difference and deliver the completed claim form, together with all the required proof of *Your* claim, as outlined under **How to Claim**. Written notice of claim must be given to *Insurer* as soon as reasonably possible after the occurrence or commencement of any loss covered by the *Policy*, but in all events, provided within 60 days from the date the identical item was offered in Canada at the reduced price. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the *Cardholder*, shall be deemed notice of claim. Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible.
2. **PRODUCT DAMAGE OR LOSS: Notice and Proof of Claim.** Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible.
3. **Canadian Currency.** Any claims paid to *You* will be payable in Canadian funds, and to *Your* FlexitiCard. No sum payable shall bear interest.
4. **Benefits to Cardholder Only.** This feature is only for the benefit of the *Cardholder*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits.
5. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *You* or is incomplete may result in this Benefit Manual and *Your* benefit being null and void, in which case no benefits will be paid.
6. **Applicable Law.** The terms of this benefit are governed and interpreted according to the laws of Canada.
7. **Material Facts.** No statements or representations made by employees of *Flexiti*, or employees or agents of the *Insurer* can vary the terms of this coverage.
8. **Due Diligence.** The *Cardholder* shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this benefit add-on. The *Insurer* will not unreasonably apply this provision to avoid claims under the *Policy*.
9. **Legal Action.** 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 or other applicable legislation.
10. **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.

DEFINITIONS

In this Benefit Manual, the following words or phrases have the meanings set forth below:

Account means the *Primary Cardholder's FlexitiCard® Card Account*, which must be in Good Standing with the Policyholder.

Card means a *FlexitiCard®* issued in Canada by *Flexiti*

Cardholder means the 'Primary cardholder' and the 'Authorized User' (as such terms are defined in the *cardholder Agreement*), who is above the age of 18 on the Effective Date. The *cardholder* may be referred to as "You" or "Your".

Cardholder Agreement means the *Flexiti Cardholder Agreement* that applies to and governs *Your card*.

Effective Date means for the *Price Guarantee*, is the date We receive Your enrollment for the insurance coverages provided under Parts A, B, C, D, & E, and for the additional service feature in Part F, of Your *Simply Secure™ Certificate of Insurance* and for which a purchase has been made at *The Brick*, and for which the full amount is charged to Your *FlexitiCard®*

Effective Date means for the *Product Damage or Loss*, is the date We receive Your enrollment for the insurance coverages provided under Parts A, B, C, D, & E, and for the additional service feature in Part F, of Your *Simply Secure™ Certificate of Insurance* and for which a purchase has been made at **The Brick**, and for which the full amount is charged to Your *FlexitiCard®*

Flexiti means *Flexiti Financial Inc*, the Policyholder

good standing has the meaning attributed to such term as set out in the *Cardholder Agreement*.

Insured items 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 the entire purchase price is charged to the *FlexitiCard* account.

Insurer means *Trans Global Insurance Company of Canada*. The *Insurer* may be referred to as "Us" or "We".

The Brick means a consumer retail banner owned and operated by *Leon's Furniture Limited* or its successor in interest.

Primary Cardholder means the principal applicant for an *Account* who is a natural person resident in Canada to whom a *Card* is issued by the Policyholder.

Policy means this Group Master Policy FL-04012018-P, issued to the policyholder, *Flexiti Financial Inc (Flexiti)*.

Purchase Price means the actual cost of the *Insured items*, including any applicable sales tax, as shown on the store receipt and where the cost full cost is financed by Your *FlexitiCard*. Any charges incurred using other payment sources will not be covered under this insurance.



Other insurance means any and all policies of insurance or indemnity which provides additional coverage to You or Your Spouse for loss, theft or damage covered under this certificate.

You and **Your** means the individual whose name appears on the Flexiti credit card account and is responsible for the outstanding debt

IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your benefit, please call **1- 844-930-6022** between 8:00 am and 5:00 pm (MT), Monday to Friday. If for some reason you are not satisfied with the resolution to Your complaint or inquiry, please see our complaint resolution processes which can be found at: <https://transglobalinsurance.ca/resolving-complaints/>.

PRIVACY

Trans Global Insurance Company is committed to protecting Your privacy and the confidentiality of Your personal information. Our Privacy Policy is located at www.transglobalinsurance.ca/about-us/privacy-policy/. We will collect, use, and disclose personal information only for the purposes of administering the benefits in this Benefit Manual. To protect the confidentiality of Your personal information, we will establish a financial services file from which Your information will be used to administer services and process claims. Access to this file will be restricted to Trans Global Insurance Company employees, mandatories, administrators, or agents who are responsible for the assessment and investigation of claims, and to any other persons You authorize or as authorized by law. Your file is secured in Trans Global Insurance Company's offices. You may request to review the personal information it contains and make corrections by writing to:

The Privacy Officer
Trans Global Insurance Group
Attention: Chief Privacy Officer
16904 – 137 Avenue NW
Edmonton, Alberta T5V 0C8