

Tangerine World Mastercard[®] Certificate of Insurance

Amended and Restated: October 19, 2024

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This Certificate of Insurance contains clauses which may limit the amount payable.

This Certificate of Insurance contains information about Your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of capitalized terms.

The coverage outlined in this Certificate of Insurance is underwritten by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy number BNS092015, (hereinafter referred to as the “Policy”) issued by the Insurer to Tangerine Bank (hereinafter referred to as the “Policyholder”). It is effective as of October 1, 2019, and is provided to eligible Tangerine World Mastercard Cardholders.

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate of Insurance may request a copy of the Policy and/or copy of Your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

The Insurer’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9. Claim payment and administrative services are provided by the Insurer.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

1. Definitions

In this Certificate of Insurance, the following words or phrases have the meanings set forth below:

Accidental Damage means damage caused by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of a Mobile Device as the manufacturer intended.

Account means the Primary Cardholder’s Tangerine World Mastercard account, which must be in Good Standing with the Policyholder.

Cardholder means the Primary Cardholder and any supplementary cardholder who is a natural person, resident in Canada, and to whom a Tangerine World Mastercard is issued by the Policyholder at the request of the Primary Cardholder. The Cardholder may be referred to as “**You**” or “**Your**”.

Car Sharing means a vehicle rental club that provides its members with 24-hour access to its own fleet of vehicles parked in a convenient location and does not include online marketplace services which facilitate the rental of privately-owned vehicles, or other similar online services.

Direct Losses mean the lower of the cost to repair a rental vehicle to its pre-accident conditions and the cash value of the rental vehicle if declared a total loss. Direct Losses do not include any reduction in the rental vehicle’s value after repairs.

Dollars and **\$** means Canadian dollars.

Full Cost means the entire cost of an Insured Item or vehicle rental (including taxes) and does not include any reduced cost resulting from the redemption of store credits, gift cards, or reward points programs. If paying the Full Cost with installments, whether through a financing or “buy now pay later” provider, Full Cost means all installment payments have been completed and the entire cost of the Insured Item or vehicle rental has been paid in full.

Good Standing means, with respect to an Account, that the Primary Cardholder has not advised the Policyholder to close it, or the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Household Member means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, sibling, and stepsiblings whose permanent residence and address is the same as the Cardholder.

Insured Item means eligible tangible and moveable property purchased new anywhere in the world and not used for business or commercial purposes. Insured Item does not include consumable construction materials or materials intended to become fixtures of real property such as, but not limited to, tiles, beams, carpets, windows, doors, or vanities.

Insured Person means a Cardholder and, where specified, certain other eligible persons as outlined under the applicable benefit.

Loss of Use means the amount charged by a Rental Agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

Manufacturer’s Warranty means an express written warranty valid in Canada or the United States and issued by the original manufacturer of the Insured Item at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

Mobile Device means a new or, if purchased directly from an original equipment manufacturer or Provider, a refurbished cellular phone, smartphone, or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

Mysterious Disappearance means the vanishing of an Insured Item or Mobile Device which cannot be explained, i.e., there is an absence of evidence of a wrongful act of another person.

Other Insurance/Protection means all other insurance, indemnity, warranty, or protection available to You in respect of a loss subject to a claim under this Certificate of Insurance and includes group and individual insurance (including home insurance and renter’s insurance), credit card coverage (whether group or individual), manufacturer or retailer product protection plans and extended warranties, and any other similar insurance, protection, or reimbursement plans.

Plan means a fixed-term contract offered and provided by a Provider. Plan does not include any services or financing options provided by a third-party, even when offered by a Provider.

Primary Cardholder means the principal applicant for an Account who is a natural person, resident in Canada, and to whom a Tangerine World Mastercard is issued by the Policyholder.

Provider means a Canadian wireless service provider.

Purchase Price means the Total Cost paid and charged to the Account if purchasing a Mobile Device outright, or the Total Cost that will be paid if funding the purchase of a Mobile Device through a Plan.

Rental Agency(ies) means a vehicle rental agency registered or licensed to rent vehicles. For greater certainty, the term Rental Agency refers to traditional vehicle Rental Agencies and does not include agencies or online marketplace services which facilitate the rental of privately-owned vehicles or other similar services.

Total Cost means the entire cost of a Mobile Device, including any applicable taxes, and less any Trade-In Credit(s) and costs for fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs, or similar costs or fees. If paying the Total Cost with installments through a third-party financing company or “buy now pay later” provider, Total Cost means all installment payments have been completed and the Total Cost of the Mobile Device has been paid in full.

Trade-In Credit(s) means an in-store credit or certificate issued by a retailer or Provider to You when You trade in an old mobile device.

2. Purchase Assurance and Extended Warranty

Purchase Assurance

a) Eligibility

Purchase Assurance coverage is in effect when You pay the Full Cost of the Insured Item with Your Tangerine World Mastercard.

b) Benefits

Purchase Assurance coverage automatically and without registration, protects Your Insured Item for 90 days from the date of purchase in the event of loss, theft, or damage in excess of Other Insurance, and subject to the Limitations and Exclusions below.

If an Insured Item is lost, stolen or damaged, upon approval and as directed by the Insurer, You can proceed with the repair or replacement of the Insured Item. You will then be reimbursed the repair or replacement cost, not exceeding the Insured Item’s original Full Cost. Reimbursement will be issued upon receipt of evidence that the Insured Item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the Insured Item, the replacement **MUST** be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original Insured Item.

c) Excluded Items

Purchase Assurance does not cover the following items:

- i. travellers cheques, cash, tickets, or any other negotiable instruments;
- ii. bullion, rare or precious coins;
- iii. art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates);
- iv. pre-owned, used, or refurbished items, including antiques and demos;
- v. animals or living plants;
- vi. any consumable goods such as, but not limited to, food, liquor, cosmetics, fragrances, and in-home test kits (whether medically necessary or not);

- vii. aircraft (including rotorcrafts and unmanned aircraft systems such as, but not limited to, drones), and parts and accessories of aircraft;
- viii. automobiles, motorboats, motorcycles, e-bikes, or any other motorized vehicles and their respective parts or accessories that do not function independently from the motorized vehicle;
- ix. services, including delivery and transportation costs of items purchased;
- x. ancillary costs incurred in respect of an Insured Item and not forming part of the Full Cost;
- xi. parts and/or labour required as a result of mechanical breakdown;
- xii. items purchased by and/or used for a business or commercial purpose and commercial gain;
- xiii. mail, internet, or telephone ordered items until received and accepted by You in new and undamaged condition; or
- xiv. jewellery transported/stored in baggage which is not under Your or Your travelling companion's personal supervision.

Purchase Assurance is not shipping insurance and does not cover any item damaged during delivery from the merchant to You.

d) Gifts

Insured Items You give as gifts are covered by Purchase Assurance. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

e) Termination of Coverage

Purchase Assurance coverage ends on the earliest of:

- i. 90 days after the date of purchase of an Insured Item;
- ii. the date the Account ceases to be in Good Standing; and
- iii. the date You cease to be eligible for coverage.

Extended Warranty

a) Eligibility

Extended Warranty coverage is in effect when You pay the Full Cost of the Insured Item with Your Tangerine World Mastercard.

b) Benefits

Extended Warranty coverage provides You with double the period of repair services otherwise provided by the original Manufacturer's Warranty, to a maximum of 1 additional year provided that:

- i. the Insured Item has a Manufacturer Warranty of less than 5 years; or
- ii. if the Insured Item has a Manufacturer Warranty of 5 years or more, the Insured Item is registered with the Insurer within 1 year after the Insured Item is purchased. See section c) Registration for details.

Upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the Insured Item. You will then be reimbursed the repair or replacement cost, not exceeding the Insured Item's original price charged to the Account, subject to the exclusion, limitations, and limits of liability set out in this Certificate of Insurance.

Reimbursement will be issued upon the Insurer receiving evidence that the Insured Item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the Insured Item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original Insured Item.

c) Registration

To register Insured Item(s) with a Manufacturer's Warranty of 5 years or more, call 1-855-255-6050 between 8:00 am and 8:00 pm, ET, Monday through Friday. You will be required to send copies of the following items:

- i. a copy of the original vendor sales receipt;
- ii. the customer copy of Your sales receipt;
- iii. the serial number of the item; and
- iv. a copy of the original Manufacturer's Warranty.

d) Excluded Items

Extended Warranty does not cover the following items:

- i. aircraft (including rotorcrafts and unmanned aircraft systems such as, but not limited to, drones), and parts and accessories of aircraft;
- ii. automobiles, motorboats, motorcycles, e-bikes, or any other motorized vehicles and any of their respective parts and accessories that do not function independently from the motorized vehicle;
- iii. pre-owned, used, or refurbished items;
- iv. living plants;
- v. trim parts;
- vi. services of any kind;
- vii. items purchased by and/or used for a business or commercial purpose and commercial gain;
- viii. dealer and assembler warranties; or
- ix. any other obligation other than those specifically covered under the terms of the original Manufacturer's Warranty.

e) Gifts

Insured Items You give as gifts are covered under the Extended Warranty coverage subject to compliance with the terms and conditions of the coverage offered hereunder. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

f) Termination of Coverage

Extended Warranty coverage ends on the earliest of:

- i. upon expiry of the Manufacturer's Warranty, at the end of an additional period equal to the Manufacturer's Warranty but not more than 1 year;
- ii. the date the Account ceases to be in Good Standing; and
- iii. the date You cease to be eligible for coverage.

General Provisions for Purchase Assurance and Extended Warranty Insurance

a) Limits of Liability

There is a maximum lifetime liability of \$60,000 under the Purchase Assurance and Extended Warranty coverages.

In the event that the Insured Item cannot be repaired or replaced, the Insurer, at its sole option, may reimburse You up to the Full Cost of the Insured Item.

Claims for items belonging to and purchased as a pair or set will be paid for at the Full Cost of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the Full Cost that the number of damaged or stolen parts bears to the number of parts in the complete pair or set.

b) Limitations

The Policy does not provide coverage for losses resulting from: misuse or abuse; fraud; normal wear and tear; inherent product defects (which means imperfections which impair the use of the product); Mysterious Disappearance; theft from a vehicle unless the vehicle is locked and there are visible signs of forced entry; flood, earthquake or radioactive contamination; hostilities of any kind (including war, invasion, terrorism, rebellion or insurrection), confiscation by authorities, risks of contraband or illegal activity; or incidental and consequential damages, including bodily injury, property, punitive and exemplary damages and legal fees.

c) Other Insurance/Protection

Where a Cardholder has Other Insurance/Protection, the loss or damage must be reported to the primary carrier in addition to filing with the Insurer, and copies of the payout documents from the Other Insurance/Protection carrier must be provided to the Insurer. If the loss or damage is not covered under the Other Insurance/Protection, a letter from the Other Insurance/Protection carrier indicating that may be required. The insurance extended under the Policy is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Policy will reimburse the Cardholder only to the extent a permitted claim exceeds coverage and payment under Other Insurance/Protection, regardless of whether the Other Insurance/Protection contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible under Other Insurance/Protection.

d) How to File a Claim

Immediately after learning of any loss or occurrence, and PRIOR to proceeding with any repairs or replacements, You must notify the Insurer by initiating a claim online at cardbenefits.assurant.com or by calling 1-855-255-6050 between 8:00 am and 8:00 pm ET, Monday through Friday.

You must maintain original copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, You must give immediate notice to the police or other authorities having jurisdiction.

You must complete and sign the claim form which must contain the time, place, cause, and amount of loss, and include the following:

- i. Account statement(s) showing Your name, Account number, and charge for the Insured Item;
- ii. the original vendor's sales receipt showing the vendor information, date, description of the Insured Item, and total cost;
- iii. photographs of the damaged Insured Item (for Purchase Assurance claims);
- iv. copy of the police report (for Purchase Assurance theft claims);
- v. copy of the Original Manufacturer's Warranty (for Extended Warranty Claims);
- vi. copy of a loss report or other report from the location of the occurrence, issued at the location where the Insured Item was lost, stolen, or damaged (for Purchase Assurance claims);
- vii. copy of Your homeowner's or renter's insurance policy or any document detailing Other Insurance/Protection and/or reimbursements received for the occurrence;
- viii. any other information reasonably required by the Insurer.

You are responsible for any charges incurred for the completion of all forms and the provision of all required documentation. You may be required to send, at Your own expense and risk, the damaged Insured Item on which a claim is based to an address designated by the Insurer. Payment made in good faith will discharge the Insurer to the extent of this claim.

Your failure to provide proof of loss within **90 days** from the date of loss or damage may result in denial of the related claim.

3. Mobile Device Insurance

a) Eligibility

You are eligible for Mobile Device Insurance when You purchase a new Mobile Device anywhere in the world, and You:

- i. pay the Total Cost with Your Tangerine World Mastercard. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- ii. pay any portion of the Total Cost that is required to be paid up front with Your Tangerine World Mastercard, fund the balance of the Total Cost through a Plan, and charge all monthly wireless bill payments to the Account for the duration of Your Plan; or
- iii. fund the full Total Cost through a Plan and charge all the monthly wireless bill payments to the Account for the duration of the Plan.

b) Coverage Period

Coverage takes effect on the later of:

- i. 30 days from the date of purchase of Your Mobile Device; and
- ii. the date the first monthly wireless bill payment is charged to the Account.

c) Termination of Coverage

Coverage ends on the earliest of:

- iii. two years from the date of purchase;
- iv. the date ONE monthly wireless bill payment was not charged to the Account, if You are funding the Total Cost of Your Mobile Device through a Plan;
- v. the date the Account ceases to be in Good Standing; and
- vi. the date You cease to be eligible for coverage.

d) Benefits

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, upon approval and as directed by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. You will then be reimbursed the repair or replacement cost, not exceeding the depreciated value[†] of Your Mobile Device at date of loss, less the deductible^{††}, to a maximum of \$1,000, subject to the terms, limitations, and exclusions set out in this Certificate of Insurance.

Reimbursement will be issued only upon the Insurer receiving evidence that the Mobile Device was repaired or replaced, and the cost of repair or replacement has been charged to the Account. A replacement Mobile Device must be of the same make and model as the original Mobile Device, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original Mobile Device.

[†]The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device the depreciation rate of 2% for each completed month from the date of purchase.

^{††}The amount of the deductible is based on the Purchase Price of Your Mobile Device less any applicable taxes, as determined from the following table:

Total Cost (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

For example: If You purchase a new Mobile Device for a Total Cost of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

- i. Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost	- \$128 (2% X 8 months X \$800)
Depreciated value	<u>\$672</u>

ii. Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible (based on Total Cost)	- \$100
Maximum reimbursement	<u>\$572</u>

For greater certainty, if You file a valid claim and the cost of repair or replacement of Your Mobile Device is \$500, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$500. If You file a valid claim and the cost of repair or replacement of Your Mobile Device is \$800 including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$572.

e) Limitations and Exclusions

This coverage complements but does not replace the manufacturer's warranty or warranty obligations. This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

Mobile Device Insurance does not cover the following:

- i. accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
- ii. batteries;
- iii. Mobile Devices purchased for resale, professional or commercial use;
- iv. Used or previously owned Mobile Devices;
- v. Refurbished Mobile Devices (unless provided as a replacement under the manufacturer's warranty or purchased directly from an original equipment manufacturer or a Provider);
- vi. Mobile Devices that have been modified from their original state;
- vii. Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- viii. Mobile Devices stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardholder or the Cardholder's travelling companion with the Cardholder's knowledge.

No benefits are payable for:

- i. losses or damage resulting directly or indirectly from:
 - fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or inherent product defects;
 - power surges, artificially generated electrical currents or electrical irregularities;
 - any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - cosmetic damage that does not affect functionality;

- software, cellular/wireless service provider or network issues; or
 - theft or intentional or criminal acts by the Cardholder or Household Members; and
- ii. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

f) Other Insurance/Protection

Where a Cardholder has Other Insurance/Protection, the loss or damage must be reported to the primary carrier in addition to filing with the Insurer, and copies of the payout documents from the Other Insurance/Protection carrier must be provided to the Insurer. If the loss or damage is not covered under the Other Insurance/Protection, a letter from the Other Insurance/Protection carrier indicating that may be required. The insurance extended under the Policy is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Policy will reimburse the Cardholder only to the extent a permitted claim exceeds coverage and payment under Other Insurance/Protection, regardless of whether the Other Insurance/Protection contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible under Other Insurance/Protection.

g) How to File a Claim

PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must first obtain the Insurer’s approval in order to ensure eligibility for payment of Your claim.

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under Mobile Device Insurance, but in no event later than 14 days from the date of loss, You must notify the Insurer by initiating a claim online at cardebenefits.assurant.com or calling 1-855-255-6050.

In the event of loss or theft, You must notify Your Provider to suspend Your wireless services within 48 hours of the date of loss. Additionally, In the event of theft, You must also notify the police within seven days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate Your claim including:

- i. the original sales receipt or similar document detailing the date of purchase, description of Your Mobile Device, and any pay-up-front amounts and trade-in credits;
- ii. a copy of Your Wireless Service Agreement or similar document indicating the date, description of Your Mobile Device, and the non-subsidized retail cost of Your Mobile Device;
- iii. the date and time You notified Your Provider of loss or theft;
- iv. a copy of the original manufacturer’s warranty (for mechanical failure claims);
- v. a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
- vi. if You purchased Your Mobile Device outright, the Account statement showing Your name, Account number, and the Purchase Price;
- vii. if Your Mobile Device was funded through a Plan, the Account statement showing Your name, Account number, and any portion of the Total Cost paid up-front, if applicable, and Account statements showing uninterrupted monthly wireless bill payments charged to the Account for up to 12 months immediately preceding the date of loss;

- viii. a copy of any document detailing any Other Insurance/Protection and reimbursements received for this occurrence;
- ix. a police report, fire loss report, or other report of the occurrence from the location where Your Mobile Device was lost, stolen, or damaged; and
- x. any other information reasonably required by the Insurer.

For mechanical failure and Accidental Damage claims, You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer. At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged Mobile Device which a claim is based on, to the Insurer in order to support Your claim.

If the Primary Cardholder has one or more Tangerine credit card Account(s) providing Mobile Device Insurance, the maximum number of claims under all the Primary Cardholder's Accounts is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

4. Rental Car Collision / Loss Damage Insurance

For this coverage, Insured Person means a Cardholder and any other person who holds a valid driver's licence and has the Cardholder's express permission to operate the rental vehicle. This includes drivers not listed on Your rental contract, provided they would otherwise qualify under the rental contract.

a) Eligibility

You are eligible for Rental Car Collision/Loss Damage (CLD) insurance when You rent most private passenger vehicles for a period not to exceed 31 consecutive days, provided that:

- i. You initiate the rental transaction with Your Tangerine World Mastercard (if arranged in advance, by booking or reserving the vehicle rental with Your Tangerine World Mastercard) and by providing an imprint of Your Tangerine World Mastercard at the time You take possession of the vehicle;
- ii. You decline the Rental Agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
- iii. You rent the vehicle in Your name and You pay the Full Cost of the rental with Your Tangerine World Mastercard.

Coverage is limited to one rental vehicle at a time. If during the same period there is more than one vehicle rental charged to the Account, only the first rental will be eligible for these benefits.

Rental vehicles which are part of prepaid travel packages are eligible for CLD insurance if the total package was paid with Your Tangerine World Mastercard and all other eligibility requirements are met.

Rental vehicles which are part of a Car Sharing program are eligible for CLD insurance if the Full Cost of each rental of a vehicle (per use and mileage charges) was paid with Your Tangerine World Mastercard and all other eligibility requirements are met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW and there is no option to waive, then CLD insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the other requirements outlined in this Certificate of Insurance have been met.

"Free rentals" are eligible for CLD insurance when received as the result of a promotion where You have had to make previous vehicle rentals, and each such previous rental satisfied the eligibility conditions set out in this Certificate of Insurance. You are also covered if You receive a "free rental" day or days as a result of an

airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, You must satisfy all the eligibility conditions set out in this Certificate of Insurance.

The length of time You rent the vehicle must not exceed 31 consecutive days, which includes instances where You are renting one vehicle immediately after the other. If the rental period exceeds 31 consecutive days, coverage even for the first 31 days of the rental period will not be provided.

b) Benefits

Subject to the terms, limitations and exclusions set out in this Certificate of insurance, CLD insurance is primary insurance which provides protection against Direct Losses up to the actual cash value of the damaged or stolen vehicle as well as any valid and documented Loss of Use, reasonable and customary towing charges, and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name. This includes damage resulting from malicious vandalism and theft.

In some jurisdictions, the law requires the rental agencies to provide CDW or LDW in the price of the vehicle rental. In these locations, CLD insurance will provide coverage of any deductible that may apply, provided all the procedures outlined in this Certificate of Insurance have been followed and You have waived the Rental Agency's deductible waiver. No CDW or LDW premiums charged by Rental Agencies will be reimbursed under the Policy.

This coverage is available on a 24-hour basis anywhere in the world, except where prohibited by law, or where the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed. (See the section "Helpful Hints" for tips on how to avoid having use of this coverage challenged.)

This coverage does not provide any form of third-party automobile property damage or personal injury liability insurance.

c) Types of Rental Vehicles Covered

The types of rental vehicles covered include cars, sports utility vehicles and mini-vans, provided they are designed for private passenger use with seating for no more than 8 occupants including the driver, and are not to be used for hire by others.

d) Types of Rental Vehicles Not Covered

Vehicles which belong to the following categories are not covered:

- i. vans, other than mini-vans as described above;
- ii. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- iii. off-road vehicles;
- iv. motorcycles, mopeds or motorbikes;
- v. campers, trailers or recreational vehicles;
- vi. vehicles not licensed for road use;
- vii. mini-buses or buses;
- viii. antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);
- ix. any vehicle that is either wholly or in part hand-made, or has a limited production of under 2,500 vehicles per year;

- x. any vehicle with an actual cash value of over \$65,000, excluding taxes, at the time and place of loss based on the Canadian Black Book or equivalent valuation guide in the jurisdiction of the rental vehicle;
- xi. tax-free cars (a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback);
- xii. vehicles towing or propelling trailers or any other object; and
- xiii. expensive or exotic vehicles.

Limousines that have been stretched or altered from the original factory design are excluded. However, standard production models of these vehicles that are strictly and only used for personal transportation and not as limousines are not excluded.

e) Limitations and Exclusions

CLD insurance does not include coverage for:

- i. vehicles rented for a period that exceeds 31 consecutive days and reserved or paid with Your Tangerine World Mastercard, whether or not under one or more rental agreements;
- ii. a replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental;
- iii. loss or theft of personal belongings in the vehicle;
- iv. third party liability (injury to anyone or anything inside or outside the vehicle);
- v. expenses assumed, paid or payable by the Rental Agency or its insurers; or
- vi. damage/loss arising directly or indirectly from:
 - operation of the vehicle by any driver other than an Insured Person;
 - operation of the vehicle on other than regularly maintained roads;
 - operation of the vehicle in violation of the law. If a traffic ticket is issued, eligibility for benefits may not be determined until the ticket is settled with the jurisdiction that issued it;
 - alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged or fined for operating a vehicle under the influence of alcohol or drugs;
 - use of narcotic or prescription drugs by the driver, even when prescribed by a doctor;
 - any dishonest, fraudulent, or criminal act committed by the Insured Person and/or any authorized driver;
 - operation of the rental vehicle contrary to the terms of the rental agreement/contract;
 - wear and tear, gradual deterioration, or mechanical breakdown of the vehicle;
 - road damage to tires unless in conjunction with an insured cause;
 - insects or vermin;

- damage resulting from the internal composition of the rental vehicle or some aspect of the rental vehicle that brings about its own destruction such as, but not limited to, issues triggering a safety recall by the manufacturer, importer, or applicable government agency;
- war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating, or defending against such action;
- seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority;
- transportation of contraband or illegal trade;
- transportation of property or passengers for hire; or
- nuclear reaction, radiation, or radioactive contamination.

f) Helpful Hints

Important: Check with Your personal insurer and the Rental Agency to ensure that You and all other drivers have adequate personal property, personal injury, and third-party liability coverages. The Policy only covers loss or damage to the rental vehicle as stipulated in this Certificate of Insurance.

- i. Some rental agencies may resist Your declining their CDW/LDW coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit. Before booking a vehicle, confirm that the Rental Agency will accept CLD insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking your trip through a travel agency, let them know You want to take advantage of CLD Insurance and have them confirm the Rental Agency's willingness to accept it. You will not be compensated for any payment You may have to make to obtain the Rental Agency's CDW/LDW.
- ii. Check the rental vehicle carefully for scratches, dents and windshield chips and point out any damage to the agency representative BEFORE You take possession of the vehicle. Have them note the damage on the rental agreement (and take a copy with You) or ask for another vehicle.
- iii. If the vehicle sustains damage of any kind, immediately phone the Insurer and one of the numbers provided. Advise the Rental Agency that You have reported the claim and provide the Insurer's phone number. Do not sign a blank sales draft to cover the damage and Loss of Use charges.
- iv. If the loss can reasonably be expected to exceed \$1,000, You must advise the police and request a police report.

g) Termination of Rental Car Collision/Loss Damage Insurance Coverage

Coverage ends at the earliest of:

- i. the date and time the Rental Agency reassumes control of the rental vehicle, whether at its place of business or elsewhere;
- ii. the date the Insured Person ceases to be eligible for coverage; and
- iii. the date the Account ceases to be in Good Standing.

h) In the Event of Accident or Theft

You MUST notify the Insurer by calling 1-855-255-6050 from Canada and the United States or 613-634-4996 locally or collect from other countries to initiate Your claim with a representative. The representative will provide You with a claim form or You may also access a claim form and submit the required documentation online at cardbenefits.assurant.com.

If the rental vehicle sustains losses reasonably estimated to exceed \$1,000, You must obtain a police report.

i) How to File a Claim

You will be required to submit a completed claim form including the following documentation:

- i. a copy of the driver's license of the person who was driving the vehicle at the time of the loss;
- ii. a copy of the loss/damage report You completed with the Rental Agency;
- iii. a copy of a police report and/or accident report, self-reporting collision report signed by an officer, or any other equivalent report from the jurisdiction where the loss occurred if the loss results in damage or theft over \$1,000;
- iv. a copy of the Account statement showing Your name, Account number, and the rental charge;
- v. the front and back of the original opened and closed-out vehicle rental agreement, including terms and conditions;
- vi. a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- vii. original receipt(s) for any repairs for which You may have paid;
- viii. if loss of use is charged, a copy of the Rental Agency's daily utilization log from the date the rental vehicle was not available for rental, to the date the rental vehicle became available to rent; and
- ix. any other information reasonably required by the Administrator.

Claims submitted with incomplete or insufficient documentation may not be paid until all required documentation is received and provided the claim can be assessed on the basis of the information provided.

5. General Provisions and Statutory Conditions

Unless otherwise expressly provided in this Certificate of Insurance or in the Policy, the following general provisions apply to the coverage described in this Certificate of Insurance.

a) Notice and Proof of Claim

Written notice of claim (on a claim form or online at cardbenefits.assurant.com) must be submitted as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events within 1 year from the date of loss. However, 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, and in no event later than 1 year from the date the loss occurred if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

b) Termination of Insurance

In addition to the termination provisions in this Certificate of Insurance for each type of coverage, all coverage under the Policy ends at the earliest of:

- i. the date the Account is cancelled or closed; and
- ii. the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after insurance has terminated, unless otherwise specified or agreed.

c) Subrogation

As a condition to the payment of any claim to a Cardholder, the Cardholder will, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardholder will give the Insurer all assistance that the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Cardholder.

d) Due Diligence

The Cardholder will use diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

e) False Claim

If a Cardholder makes a claim knowing it to be false or fraudulent in any respect, that Cardholder will not be entitled to the benefit of coverage under the Policy nor to the payment of any claim made under the Policy.

f) 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, Limitations Act* or other applicable legislation in Your province or territory.

g) Conformity with Statutes

Any part of this Certificate of Insurance which, on its effective date, conflicts with the federal statutes or statutes of the province where it is delivered to You is changed to conform to the minimum standards of those statutes.

h) If You have a concern or complaint

If You have a concern or complaint about Your coverage, please call the Insurer at 1-855-255-6050. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: assurant.ca/customer-assistance.

i) Privacy

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your personal information outside Your province in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling 1-888-778-8023 or from their website: www.assurant.ca/privacy-policy. If You have any questions or concerns regarding the privacy policy, the purposes and means for which Your information is being collected, Your rights, Your options for refusing or withdrawing Your consent to the use of Your personal information, You may call the Insurer at the number listed above.

The most current version of this Certificate of Insurance is available at tangerine.ca/creditcardlegal.