Tangerine Money-Back Credit Card 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 all 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 No. 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 September 15, 2015, and is provided to eligible Tangerine Money-Back Credit Card 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 320 Bay Street, Suite 510, Toronto, Ontario M5H 4A6. 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:

Account means the Primary Cardholder's Tangerine Money-Back Credit Card 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 Money-Back Credit Card is issued by the Policyholder at the request of the Primary Cardholder. The Cardholder may be referred to as **"You"** or **"Your"**.

Dollars and **$** means Canadian dollars.

Full Cost means the entire cost of an Insured Item (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 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.

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.

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.

Mysterious Disappearance means the vanishing of an Insured Item 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.

Primary Cardholder means the principal applicant for an Account who is a natural person, resident in Canada, to whom a Tangerine Money-Back Credit Card is issued by the Policyholder.

2. Purchase Assurance

a) Eligibility

Purchase Assurance coverage is in effect when You pay the Full Cost of the Insured Item with Your Tangerine Money-Back Credit Card.

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.

3. Extended Warranty

a) Eligibility

Extended Warranty coverage is in effect when You pay the Full Cost of the Insured Item with Your Tangerine Money-Back Credit Card.

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 Items 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.

4. Additional Limits of Liability and Exclusions

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.

5. 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 thereat, 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 form 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.

6. 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 l year from the date the loss occurred if it is shown that it was not reasonably possible lo give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after l 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.

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