

Triangle™



Triangle™ World Elite Mastercard® Included Features & Benefits

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Certificate of Insurance

Effective April 12, 2018

American Bankers Insurance Company of Florida
Group Policy: CTB0418

This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is 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 of this document immediately after the Statement of Services 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 provided to all eligible Triangle™ World Elite Mastercard® Cardmembers. Purchase Security, Extended Warranty, and Car Rental Collision/Loss Damage Waiver Insurance is underwritten by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy number CTB0418 (hereinafter referred to as the "Policy") issued by the Insurer to Canadian Tire Bank (hereinafter called the "Policyholder").

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.

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

Claim payment and administrative services under this Policy are arranged by the Insurer, American Bankers Insurance Company of Florida – Canadian Head Office is located at 5000 Yonge Street, Suite 2000, Toronto, ON M2N 7E9.

All dollar amounts referenced throughout this Certificate of Insurance are in Canadian dollars.

PURCHASE SECURITY AND EXTENDED WARRANTY INSURANCE

Purchase Security and Extended Warranty coverage is available only to the Cardmember. No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. Benefits only cover purchases where the full cost of the eligible item is charged to the Account.

Purchase Security

Purchase Security coverage is available automatically, without registration, to protect most new items of personal property purchased with Your Card.

Benefits

Eligible items are protected for ninety (90) days from the date of purchase against loss, damage or theft anywhere in the world, subject to the Limitations and Exclusions below. If such an item is lost, stolen or damaged, at the Insurer's discretion, the item will be replaced or repaired, or You will be reimbursed the purchase price charged to the Account.

Limitations and Exclusions

Purchase Security coverage 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.

Purchase Security benefits are not available in respect of the following:

- (i) traveller's cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- (ii) animals or living plants;
- (iii) golf balls or other sports equipment lost or damaged during the course of normal use;
- (iv) mail order, Internet, telephone purchases or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- (v) automobiles, motorboats, airplanes, motorcycles, motor scooters, golf carts, any other motorized vehicles (except for snowblowers, riding lawn mowers, lawn tractors, and miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories;
- (vi) perishables such as food, liquor and/or goods consumed in use;
- (vii) jewellery and gems stored in baggage unless such baggage is hand carried under the personal supervision of the Cardmember or such Cardmember's travelling companion with the Cardmember's knowledge;
- (viii) used or previously owned or refurbished items, including antiques, collectibles and fine arts;
- (ix) items purchased and/or used by or for a business or for commercial gain;
- (x) losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, terrorism, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;
- (xi) bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees; or
- (xii) services, including delivery and transportation costs of items purchased.

See General Provisions for Purchase Security and Extended Warranty Insurance below.

Extended Warranty

Extended Warranty coverage is only available when the item has an Original Manufacturer's Warranty valid in Canada or the United States.

Benefits

Extended Warranty coverage for eligible items is available automatically, without registration, to provide You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty to a maximum of one (1) full year on most personal items purchased new and charged to the Account provided that, in all cases, automatic coverage is limited to Original Manufacturer's Warranties of five (5) years or less. Most Original Manufacturer's Warranties over five (5) years will be

covered if registered with the Insurer within the first year after purchase of the item. Please refer to the “Registration” section below for further details.

Extended Warranty benefits apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligation that was specifically covered under the terms of the Original Manufacturer’s Warranty.

Registration

To register item(s) with an Original Manufacturer’s Warranty of more than five (5) years for Extended Warranty coverage, You must send copies of the following items to the Insurer within one (1) year after the item is purchased:

- (i) a copy of the original vendor issued sales receipt which itemizes the purchase(s);
- (ii) the customer copy of Your credit card receipt;
- (iii) the serial number of the item; and
- (iv) a copy of the Original Manufacturer’s Warranty.

Call **1-800-797-8389** from Canada and the United States for further information.

Limitations and Exclusions

The Extended Warranty coverage ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

The Extended Warranty benefit does not cover the following:

- (i) aircraft, automobiles, motorboats, motorcycles, motorscooters, snowmobiles, golf carts, or any other motorized vehicles (except for snow blowers, riding lawnmowers, garden tractors, all-terrain vehicles (ATVs) or miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories;
- (ii) services;
- (iii) items purchased and/or used by or for a business or for commercial gain;
- (iv) used or pre-owned items; or
- (v) perishables, animals or living plants;

The Policy does not provide coverage for losses resulting from:

- (i) misuse or abuse;
- (ii) failure to provide the manufacturer’s recommended maintenance;
- (iii) normal wear and tear;
- (iv) inherent product defects;
- (v) any illegal activity committed by the Cardmember; or
- (vi) incidental and consequential damages, including bodily injury, property damages, punitive damages, exemplary damages, aggravated damages and legal fees.

GENERAL PROVISIONS FOR PURCHASE SECURITY AND EXTENDED WARRANTY INSURANCE

Determination of Benefits

The Insurer, at its sole option, may elect to:

- (i) repair, rebuild or replace the item (whether wholly or in part); or
- (ii) pay You for said item, not exceeding the lesser of the original purchase price, the replacement price or the repair cost,

subject to the exclusions, terms and limits of liability as stated in this Certificate of Insurance.

Limits of Liability

You will be entitled to receive no more than the original purchase price of the protected item as recorded on Your sales receipt. When the protected item is part of

a pair or set, You will receive no more than the value of the particular part or parts, regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.

For Purchase Security coverage, there is a calendar year maximum liability of \$10,000 per Account. For Extended Warranty coverage, there is a calendar year maximum liability of \$10,000 per Account and a maximum lifetime liability of \$60,000 per Account.

Gifts

Eligible items that You give as gifts are covered for Purchase Security and Extended Warranty Insurance. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

Other Insurance

Purchase Security and Extended Warranty coverage 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 loss 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 Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

How to Claim

You must keep original receipts and other documents described herein to file a valid claim.

You must notify the Insurer by telephoning 1-800-797-8389 as soon as is reasonably possible after learning of any loss or occurrence and prior to proceeding with any action or repairs, but in all events within ninety (90) days from the date on which the loss occurred. The Insurer will send You the applicable claim form(s).

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

- (i) the customer copy of Your sales receipt and a copy of the Account statement showing the charge;
- (ii) the original vendor issued sales receipt which itemizes the purchase(s);
- (iii) a copy of the Original Manufacturer’s Warranty (for Extended Warranty claims); and
- (iv) if requested, a police, fire, insurance claim or loss report and/or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder.

Prior to proceeding with any repair services, You must obtain the Insurer’s approval in order to ensure the eligibility for payment of Your claim. At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim. Payment made in good faith will discharge the Insurer to the extent of this claim.

CAR RENTAL COLLISION/LOSS DAMAGE WAIVER INSURANCE

For this coverage, Insured Person means a Cardmember and any other person who holds a valid driver’s licence and has the Cardmember’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 and are permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle will be used.

Eligibility

You are eligible for Car Rental Collision/Loss Damage Waiver Insurance when You rent most private passenger vehicles on a daily or weekly basis for a period NOT to exceed 31 consecutive days, provided that:

- (i) You initiate the rental transaction by booking or reserving the vehicle rental with Your Card and by providing Your Card as payment guarantee prior to 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 charge the entire cost of the car rental to Your Card.

Rental vehicles which are part of a Car Sharing program are eligible for this Car Rental Collision/Loss Damage Waiver Insurance if the full cost of the rental of the vehicle was charged to Your Card and all other eligibility requirements were met.

"Free rentals" are also eligible for benefits when received as the result of a promotion conditioned on Your making previous vehicle rentals, if each such previous rental met the eligibility requirements of this Certificate of Insurance.

Benefits

Subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance, You are provided with the same protection against losses arising from the contractual liability assumed when renting and operating a rental vehicle as You would have if You accepted the rental agency's collision or loss damage waiver (or similar provision) up to the actual cash value of the damaged or stolen rental vehicle as well as any reasonable, 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. Benefits are limited to one vehicle rental during any one period. If, during the same period, more than one vehicle is rented by the Cardmember, only the first rental will be eligible for these benefits.

In some jurisdictions the law requires rental agencies to include CDW/LDW in the price of the vehicle rental. In these locations, Car Rental Collision/Loss Damage Waiver Insurance under the Policy will only provide coverage for any deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency's deductible waiver. No CDW/LDW premiums charged by the rental agencies will be reimbursed under the Policy.

Rental vehicles which are part of pre-paid travel packages are eligible for benefits if the total cost for Your trip was charged to Your Card and all other requirements herein are met.

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 "Know Before You Go" 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.

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 a rental vehicle, as stipulated herein.

"Know Before You Go"

While Car Rental Collision/Loss Damage Waiver Insurance provides coverage on a

worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants, there is no guarantee that this coverage will be accepted at every car rental facility. Some rental agencies may resist Your decline of their CDW/ LDW coverage and 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 this Car Rental Collision/Loss Damage Waiver 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 this Car Rental Collision/Loss Damage Waiver Insurance and have them confirm the rental agency's willingness to accept this coverage.

You will not be compensated for any payment You may have to make to obtain the rental agency's CDW/LDW.

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.

If the vehicle sustains damage of any kind, immediately phone the Insurer at 1-800-797-8389 from Canada and the United States or 613-634-4953 locally or collect from elsewhere in the world. Advise the rental agent that You have reported the claim and provide the Insurer's address and phone number.

Do not sign a blank sales draft to cover the damage and Loss of Use charges.

Coverage Period

Insurance coverage begins as soon as the Cardmember or other person authorized to operate the rental vehicle takes control of the vehicle, and ends at the earliest of:

- (i) the time the rental agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere;
- (ii) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (iii) the date the Insured Person ceases to be eligible for coverage; or
- (iv) the date the Policy is cancelled.

Types of Vehicles Covered

The types of rental vehicles covered include cars, sport utility vehicles and mini-vans (as defined below).

Mini-vans are covered provided they:

- (i) are for private passenger use with seating for no more than 8 occupants including the driver; and
- (ii) are not to be used for hire by others.

Types of Vehicles NOT Covered

Vehicles which belong to the following categories are NOT covered:

- (i) any vehicle with a manufacturer's suggested retail price, excluding taxes, over \$65,000 at the time and place of loss;
- (ii) vans (except as defined above);
- (iii) trucks, pick-up trucks or any vehicle that can be reconfigured into a pick-up truck;
- (iv) campers or trailers or recreational vehicles;
- (v) off-road vehicles;
- (vi) motorcycles, mopeds or motorbikes;
- (vii) exotic vehicles;
- (viii) customized vehicles;
- (ix) antique vehicles; and
- (x) leased vehicles.

An antique vehicle is one which is over 20 years old or its model has not been

manufactured for 10 years or more. Limousines that have been stretched or altered from the original factory design are excluded. However, standard production models of these vehicles that are not used as limousines are not excluded.

Limitations and Exclusions

Car Rental Collision/Loss Damage Waiver Insurance does not cover any loss caused or contributed to by:

- (i) operation of the rental vehicle in violation of the law or any terms and conditions of the rental agreement/contract;
- (ii) operation of the vehicle by any driver not so authorized;
- (iii) operation of the vehicle by any driver not in possession of a driver's licence that is valid in the rental jurisdiction;
- (iv) operation of the vehicle on other than regularly maintained roads;
- (v) 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 the driver is charged for impaired driving;
- (vi) use of a narcotic by the driver;
- (vii) nuclear reaction, radiation or radioactive contamination;
- (viii) damage to tires unless in conjunction with an insured cause;
- (ix) wear and tear, gradual deterioration, mechanical breakdown of vehicle;
- (x) any damage caused by moving or transporting cargo;
- (xi) insects or vermin;
- (xii) inherent vice or damage;
- (xiii) hostile or warlike action, insurrection, rebellion, revolution or civil war;
- (xiv) seizure or destruction under quarantine or customs regulations or confiscation by any government or public authority;
- (xv) transporting contraband or illegal trade;
- (xvi) transportation of property or passengers for hire; or
- (xvii) any dishonest, fraudulent or criminal act committed or attempted by the Cardmember and/or any authorized driver.

Benefits do NOT include coverage for:

- (i) vehicles rented for a period that exceeds 31 consecutive days[†], whether or not under one or more consecutive rental agreements;
- (ii) a replacement vehicle for which Your personal automobile insurance, car dealer, repair shop, or other party is covering all or part of the rental cost;
- (iii) loss or theft of personal belongings in the vehicle, including cellular telephones, portable computers, electronic and communication devices;
- (iv) expenses assumed, waived or paid or payable by the rental agency or its insurer;
- (v) third party liability (injury to anyone or anything inside or outside the vehicle); or
- (vi) any amount payable by Your employer or employer's insurance coverage, if the rental car was for business purposes.

[†] If the rental period exceeds 31 days, no coverage will be provided even for the first 31 days of the rental period. Coverage may not be extended for more than 31 days by renewing or taking out a new rental agreement with the same or another vehicle rental agency for the same or another vehicle.

How to Claim

You must report a claim to the Insurer as soon as possible, and in all events within 48 hours of the damage or theft having occurred. Call 1-800-797-8389 from Canada and the United States or 613-634-4953 locally or collect from elsewhere in the world. Failure to report a claim within 48 hours may result in denial of the claim or reduction of Your benefit.

A customer service representative will take down some preliminary information, answer any questions You may have, and forward You a claim form. You will be required to submit a completed claim form including the following documentation:

- (i) a copy of the driver's licence of the person who was driving the vehicle at the time of the accident;
- (ii) a copy of the loss/damage report You completed with the rental agency;
- (iii) a copy of a police report required when the loss results in damage or theft over \$1,000;
- (iv) a copy of Your sales receipt, and Your statement of Account showing the rental charge;
- (v) the front and back of the original opened and closed-out rental agreement;
- (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; and
- (viii) if Loss of Use is charged, a copy of the rental agency's complete daily utilization log from the date the vehicle was not available for rental, to the date the vehicle became available to rent.

Claims submitted with incomplete or insufficient documentation may not be paid.

GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

Notice and Proof of Claim

You must keep original receipts and other documents described herein to file a valid claim.

Notify the Insurer as soon as reasonably possible, and in all events within the time prescribed under each coverage, after learning of a loss or an occurrence which may lead to a loss under any of these insurance coverages. You will then be sent a claim form.

The completed claim forms together with proof of claim must be given to the Insurer as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events within one (1) year from the date on which the loss occurred. If proof of claim is provided after one (1) year, Your claim will not be paid.

Payment of Claims

Benefits payable under the Policy will be paid upon receipt of full proof of claim, as determined by the Insurer.

Termination of Coverage

Coverage ends on the earliest of:

- (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Cardmember ceases to be eligible for coverage; and
- (iii) the date the Policy terminates.

Subrogation

Following payment of an Insured Person's claim for loss, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss, and shall be entitled, at its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required 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 Insured Person.

Due Diligence

The Insured Person shall use due diligence and do all things reasonable to avoid or diminish any loss under the Policy.

False Claim

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this insurance or to the payment of any claim under the Policy.

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.

- End of Certificate of Insurance -

Statement of Services

Effective April 12, 2018

Concierge Services are services only, not insurance benefits. These services are provided by Assurant Services Canada Inc. Please refer to the Definitions section immediately after this Statement of Services for the meaning of all capitalized terms.

CONCIERGE SERVICES

Concierge Services are available on a 24/7 basis. You can call for assistance in arrangements for travel, entertainment, business and shopping. Any costs incurred for, or in connection with such services will be charged to Your Card, subject to credit availability. To take advantage of any of the Concierge Services described below, simply call **1-800-797-8389**.

Concierge Services include the following:

Leisure and Entertainment

- Reservations and booking theatre, sporting and other entertainment events
- Reservations for exhibitions, shows and festivals
- Reservations of limousine or car services
- Booking time at health club and specialty shopping reservations
- Booking of golf tee times and other reservation services
- Assistance with replacing lost tickets or documents
- Gift basket and floral delivery arrangements
- Any other type of reservation or booking request

Medical Assistance

- Medical provider appointments and admission arrangements
- Emergency medical transportation arrangements
- Prescription replacement arrangements
- Emergency medical visitation arrangements

Other Services

- Emergency cash transfer arrangements
- Emergency assistance translation services
- Messenger service referral and arrangements

- End of Statement of Services -

DEFINITIONS

Account means the Primary Cardmember's Triangle World Elite Mastercard Account which is in Good Standing with the Policyholder.

Car Sharing means a car rental club that provides its members with 24-hour access to a fleet of cars parked in a convenient location.

Card means Your Triangle World Elite Mastercard issued by the Policyholder.

Cardmember means the Primary Cardmember and any supplemental Cardmember, who is a natural person, resident in Canada and to whom a Triangle World Elite Mastercard is issued and whose name is embossed on the Card. Cardmember may also be referred to as "You" and "Your".

Good Standing means, with respect to an Account, that the Primary Cardmember has not advised the Policyholder in writing to close it, it is in compliance with all terms of the Cardmember agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Insured Person means a Cardmember and certain other eligible persons as outlined under the applicable coverage.

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.

Mysterious Disappearance means an article of personal property cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable inference that a theft occurred.

Original Manufacturer's Warranty means an express written warranty valid in Canada or the United States and issued by the original manufacturer of personal property, excluding any extended warranty offered by the manufacturer or any third party.

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

American Bankers Insurance Company of Florida and Assurant Services Canada Inc. Privacy Policy

American Bankers Insurance Company of Florida and Assurant Services Canada Inc. (collectively "Assurant") may collect, use, and share personal information provided by You to Assurant, and obtained from others with Your consent, or as required or permitted by law. Assurant may use the information to: serve You as a customer and communicate with You. Assurant may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of Assurant's privacy policy by calling 1-888-778-8023 or from their website (www.assurantsolutions.ca/privacy). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call Assurant at the number listed above.

Triangle™ World Elite Mastercard® Roadside Assistance Gold Plan

Terms and Conditions Canadian Tire Roadside Assistance 1-888-727-7478 (1-888-7ASSIST)

#TOW (Mobile)

1000 East Main Street

Welland, Ontario L3B 3Z3

customerservice@cantire.com | www.canadiantire.ca/
roadside

TRIANGLE WORLD ELITE MASTERCARD ROADSIDE ASSISTANCE GOLD PLAN

These Terms and Conditions describe the roadside assistance services available to you as the primary accountholder of a Triangle™ World Elite Mastercard® (hereinafter, the “Services”). The Services are subject to the terms, conditions and restrictions outlined below (the “Terms and Conditions”). As used herein, the terms “Canadian Tire Roadside Assistance”, “we”, “us” and “our” mean Canadian Tire Services Limited, operating as Canadian Tire Roadside Assistance and the terms “you” and “your” mean you, the primary accountholder of a Triangle World Elite Mastercard issued by Canadian Tire Bank. Please retain a copy of these Terms and Conditions for your records as they form part of your contract.

You must be a resident of Canada and any vehicle that the Services will be provided in respect of must be licenced and insured.

You are entitled to certain Roadside Assistance Services (hereinafter, “Service Call(s)”). Unless stated otherwise in these Terms and Conditions, all towing, battery boost, fuel delivery, lockout, flat tire change, extrication or winching services mentioned in this document and rendered by our independent service provider network (the “Service Provider(s)”) across Canada and the United States of America that we will send to assist you are each accounted for as Service Calls. You may ask for additional services from the Service Provider. All additional services requested from the Service Provider will be the object of a separate agreement between you and the Service Provider and the fees related to this separate agreement will be your sole responsibility.

PLAN ACTIVATION AND TERM

Please visit www.triangle.com/WorldEliteRoadside and enter the promo code **TRIANGLE** to activate your Membership. Your Membership begins twenty-four (24) hours after plan activation and is valid unless the Membership is cancelled in accordance with these Terms and Conditions. (see “Cancellation Policy” below).

PLAN TYPES FOR WORLD ELITE GOLD PLAN MEMBERS

When you activate the Services, you are entitled to choose the type of plan that best suits your needs. There are two (2) types of plans available for you to select: i) a Vehicle Plan; or (ii) a Member Plan.

Vehicle Plan

Canadian Tire Roadside Assistance will only provide service to the vehicle registered

by you with us, regardless of who is driving the vehicle at the time of a Service Call. If at any time you change your vehicle and/or licence plate information, please contact us at 1-888-727-7478 (1-888-7ASSIST) to update your information.

Member Plans

Canadian Tire Roadside Assistance will only provide service to you individually, regardless of which vehicle you are in at the time of a Service Call. If you require service, the Roadside Assistance card with your name must be shown at time of service. We reserve the right to request a piece of ID at time of service.

Once a plan type has been selected you have thirty (30) days from the activation date to make any changes. After thirty (30) days you will be unable to change your plan type.

SERVICE CALLS

NUMBER OF SERVICE CALLS

You are entitled to five (5) Service Calls for every twelve (12) month period. Limit of one (1) tow per Service Call. Registration is not transferable from one registered vehicle to another.

DISTANCE LIMITS

The distance limit is two hundred and fifty (250) kilometres per Service Call to the destination of your choice. If additional kilometres are required beyond the distance limit of this plan, the Service Provider will advise you of any additional charges before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges, once authorized, are your responsibility.

TOWING SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange for a towing service. The Service Provider will tow your vehicle to any destination of your choice located within the distance limits established in this plan.

UNLIMITED NUMBER OF TOWS TO ANY CANADIAN TIRE AUTO SERVICE CENTRE

An unlimited number of tows to any Canadian Tire Auto Service Centre are provided within the distance limits established in this plan. If you choose to be towed to a Canadian Tire Auto Service Centre, the tow does not count against the limit of Service Calls established in this plan. This service is limited to one (1) tow per call.

The Services include the use of specialty equipment, including, but not limited to, when necessary, flat bed car carries and dolly wheels.

ACCIDENT TOWING

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange accident towing service. The Service Provider will tow your vehicle from an accident scene to any destination of your choice within the distance limits established in this plan.

The Services do not include any costs that may be associated with the clean-up of an accident, storage/impound fees and/or any additional fee charged by a Service Provider if the Service Provider is delayed in performing the service at the scene of an accident. If any additional fee will apply, the Service Provider will advise you before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges once authorized, are your responsibility.

BATTERY BOOST SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange battery boost service. The Service Provider will attempt to re-start your vehicle by boosting the vehicle battery. If the vehicle will not start, a tow will be provided to any destination of your choice within the distance limits established in this plan.

FUEL DELIVERY SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange delivery of an emergency supply of fuel. For safety reasons, propane will not be delivered. If you request diesel fuel and it is not available in the service area, we will tow you to the nearest diesel service station or destination of your choice within the distance limits established in this plan.

The Services include the delivery of five dollars (\$5.00) of fuel, at the ordinary rate of the Service Provider. If you request additional fuel, you will be informed of the price of fuel in advance by the Service Provider and you will be responsible for paying the Service Provider directly.

LOCK-OUT SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange lock-out service. The Service Provider will attempt to gain access to the inside of your vehicle through the passenger compartment door only using lock-out service equipment. If access to the inside of your vehicle cannot be obtained through the passenger compartment door, a tow will be provided to any destination of your choice within the distance limits established in this plan.

In the alternative, you may call a local locksmith and submit your original itemized receipt to Canadian Tire Roadside Assistance for reimbursement. Reimbursement will only be given to lock-outs attempted from the passenger compartment door and are limited to the amount specified in this plan. Please refer to the reimbursement policy outlined below for details.

You are solely responsible for any damage that may result from any entry attempt.

FLAT TIRE CHANGE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange a flat tire change. The Service Provider will attempt to remove your flat tire and install your spare tire, provided the spare is in safe operating condition. If the spare is not in safe operating condition, a tow will be provided to any destination of your choice within the distance limits established in this plan. The mounting or dismounting of any tire chain(s) is not covered under this service.

EXTRICATION/WINCHING SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange extrication/winch service. The Service Provider will attempt to extricate your vehicle from any ditch, mud, sand or snow, provided it has become stuck in an area immediately adjacent to a regularly traveled road and can be safely reached with standard automobile service equipment.

The Services include up to two (2) tow trucks and two (2) Service Providers per Service Call, for a maximum of sixty (60) minutes concurrently.

If additional tow trucks, Service Providers or time is required, the Service Provider will advise you of any additional charges before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges once authorized, are your responsibility.

CONFERENCE CALL AHEAD SERVICE

Conference call-ahead service is provided by a Canadian Tire Roadside Assistance representative when you call for roadside assistance. A conference call will be provided to anyone in Canada or the United States of America to let them know you will be delayed because of a vehicle issue.

TRIP ACCIDENT ASSISTANCE

Canadian Tire Roadside Assistance will reimburse your expenses, up to a combined maximum of two hundred Canadian dollars (\$200 CDN), inclusive of applicable taxes, if your vehicle becomes disabled as a result of a legally reported motor vehicle accident that takes place more than one hundred (100) kilometres from the address of permanent residence that you have provided us. Eligible expenses include accommodation, meals, car rental and commercial transportation and must be incurred within the first seventy-two (72) hours from the time of the accident.

Canadian Tire Roadside Assistance will also reimburse you up to a maximum of one hundred Canadian dollars (\$100 CDN), inclusive of applicable taxes, for the cost of commercial transportation when you pick-up your vehicle after it has been repaired.

In order to be eligible for reimbursement, your request for reimbursement must be postmarked within thirty (30) days of the accident and you must send the following to the address below:

1. Your name, address, phone number and licence plate number.
2. Reference number if you were provided with one by Canadian Tire Roadside Assistance when you called in for service.
3. A copy of the local police department Motor Vehicle Accident Report.
4. A statement from your insurance company or a copy of the original itemized receipt for payment of the repairs to your vehicle. The receipt must be stamped or imprinted with the service provider's business name, address and phone number.
5. Originals of all receipts for accommodation, meals, car rental and/or commercial transportation, itemized and clearly dated. Retain a copy of receipts for your records.

MAIL WITHIN THIRTY (30) DAYS OF ACCIDENT TO:

Canadian Tire Roadside Assistance
Roadside Service Claims Department
P.O. Box 2000, Welland, ON L3B 5S3

TRIP PLANNING GUIDES AND MAP

The Services include trip planning guides and maps. Call us two (2) weeks prior to your departure and we will provide customized maps for your trip anywhere in Canada or the United States of America which highlight the route to your destination.

REIMBURSEMENT POLICY

In the event you are unable to contact Canadian Tire Roadside Assistance or there is no Canadian Tire Roadside Assistance Service Provider available near the location where your vehicle has become disabled we will reimburse you as follows:

Maximum Reimbursement

Up to two hundred and fifty Canadian dollars (\$250 CDN), inclusive of applicable taxes, per Service Call.

Reimbursement is limited to:

1. Towing your vehicle to any destination of your choice within the distance limits of your plan. Limit one (1) tow per Service Call.
2. The following services: battery boost service, fuel delivery service, lock-out service, flat tire change and extrication/winch service.

In order to be eligible for reimbursement, you must pay the service provider directly, your request for reimbursement must be postmarked within thirty (30) days of the service and you must send the following to the address below:

1. Your name, address, phone number and licence plate number.
2. Reference number if you were provided with one by Canadian Tire Roadside Assistance.
3. Original itemized receipt that includes your name, make, year and model and licence plate number of the vehicle serviced, as well as a breakdown of the charges. The receipt must be stamped or imprinted with the service provider's business name, address and phone number. Retain a copy of receipts for your records.

MAIL WITHIN THIRTY (30) DAYS TO:

Canadian Tire Roadside Assistance
Roadside Service Claims Department
P.O. Box 2000, Welland, ON L3B 5S3

CANCELLATION POLICY

The Services will automatically be cancelled without notice if your Triangle™ World Elite Mastercard® account is closed by you or by Canadian Tire Bank. Canadian Tire Bank may also keep your Triangle World Elite Mastercard account open, but cancel the Services at any time upon [one hundred and eighty (180) days] prior written notice to you. The Services will be cancelled immediately without notice if we determine that you are not entitled to receive the Services.

SERVICES NOT COVERED

WE DO NOT:

- Tow your vehicle from a repair facility because you did not approve of the quoted cost of repairs.
- Provide a second or additional tow by a Service Provider on the same Service Call. For example, we do not tow your vehicle from one repair facility to another, or tow your vehicle home, then tow it to a repair facility at a later date.
- Provide towing or roadside assistance services where prohibited.
- Shovel snow to free or gain access to a snowed-in vehicle.
- Pay for the cost of a new tire or installation of a new tire or wheel, or install or remove snow tires, chains, etc.
- Pay for the cost of any installed parts, labour, supplies or materials.
- Transport you to your disabled vehicle or any destination after emergency service has been provided.
- Pay for the cost of any incidental expenses such as accommodation, meals, vehicles, rentals, etc. as a result of your vehicle's breakdown, unless otherwise stated in these Terms and Conditions.

- Provide service to motorcycles, motor scooters, any vehicles in excess of 3600 kg (8000 lbs), all terrain vehicles, snowmobiles, dune buggies, trailers, tractors, limousines, boats, dual-wheeled vehicles, taxi cabs, tow trucks, snow plows, vehicles used for competition, unlicensed vehicles, uninsured vehicles and impounded or theft-recovered vehicles.
- Tow a vehicle to or from a scrap yard.
- Provide towing or road services applicable to insurance claims (i.e. vandalism, fire, comprehensive claims, etc.).
- Pay for the cost of bridge tolls, ferries or express/toll highways.
- Provide repeated Service Calls for a vehicle that needs routine maintenance or repairs.
- Provide service to an unattended vehicle. A licenced driver must be present when service is being rendered.
- Provide a slow battery charging at roadside, or cover the cost later, of slow battery charging.
- Cover the cost of locksmith services for key cutting, lost and/or broken keys or unlocking the trunk of a vehicle.
- Cover the cost of additional towing mileage, storage/impound fees, medium/heavy duty towing equipment and any other incidental charges which are over and above the limitations established in this plan.
- Provide services to a vehicle that has been driven into an area that is inaccessible to the service vehicle, is not a regularly travelled and maintained public road and any form of off-road use (including, but not limited to beaches, recreational areas, construction sites, logging areas, oil fields, open fields, private roads, cottage roads, and seasonal roads, i.e. ice/winter road).

AMENDMENTS

The terms, conditions, services, benefits, policies and procedures of the Services are subject to change at any time. You will be given at least thirty (30) days advance notice of any changes, by a written notice setting out the new conditions and/or the changes therein.

SERVICE UNDER SEVERE WEATHER CONDITIONS

When severe weather conditions prevail, service may be delayed because of heavy demand for roadside assistance. Persons calling from an unexposed or unsheltered area will be given priority over persons requesting service from a sheltered area. Under these conditions, towing service may be limited to the nearest repair facility.

GENERAL INFORMATION

LIMITATION OF LIABILITY

This section applies in the Provinces of British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island and Saskatchewan and the three territories of Northwest Territories, Nunavut and Yukon, and does not apply in the Provinces of Quebec and Alberta

Canadian Tire Roadside Assistance strives to provide the finest emergency roadside assistance through our network of Service Providers across Canada and the United

States of America. However, since these Service Providers are independently owned and operated, neither Canadian Tire Roadside Assistance nor Canadian Tire Bank assumes any liability for any loss or damage to a member's vehicle or personal property, for loss of time or inconvenience, for rental or replacement of vehicle, for personal injury or any other special, incidental, consequential, or punitive damages, howsoever caused. In some cases (i.e. requiring the use of specialty equipment or service to a damaged vehicle resulting from an accident), the Service Provider may ask you to sign a waiver prior to providing service. The Service Provider may refuse service if the waiver is not signed. If any damage has occurred to your vehicle, please contact the Service Provider directly. Any such loss or damage should be reported immediately to the proprietor of the facility that rendered the service and/or to your insurance company before any necessary repairs are carried out. After speaking with the Service Provider, if you require further assistance, please call 1-888-727-7478 (1-888-7ASSIST).

Canadian Tire Roadside Assistance and Canadian Tire Bank assume no liability if you engage in fraudulent or unauthorized use of the services or engage in illegal behaviour.

GENERAL INFORMATION

LIMITATION OF LIABILITY

This section applies in the Provinces of Quebec and Alberta, and does not apply in the Provinces of British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan and the three territories of Northwest Territories, Nunavut and Yukon

Canadian Tire Roadside Assistance strives to provide the finest emergency roadside assistance through our network of Service Providers across Canada and the United States of America. In some cases (i.e. requiring the use of specialty equipment or service to a damaged vehicle resulting from an accident), the Service Provider may ask you to sign a waiver prior to providing service. The Service Provider may refuse service if the waiver is not signed. If any damage has occurred to your vehicle, please contact the Service Provider directly. Any such loss or damage should be reported immediately to the proprietor of the facility that rendered the service and/or to your insurance company before any necessary repairs are carried out. After speaking with the Service Provider, if you require further assistance, please call 1-888-727-7478 (1-888-7ASSIST). **Canadian Tire Roadside Assistance and Canadian Tire Bank assume no liability if you engage in fraudulent or unauthorized use of the services or engage in illegal behaviour.**

ASSIGNMENT

Canadian Tire Roadside Assistance is brought to you by Canadian Tire Services Limited. Canadian Tire Services Limited reserves the right to assign this agreement in whole or in part to an affiliate or other third party without your consent or prior notice to you.

PRIVACY AND YOUR PERSONAL INFORMATION

You agree that Canadian Tire Services Limited may collect, use and disclose personal information about you in accordance with the Canadian Tire Privacy Charter (Privacy Charter) including, in particular to (a) administer the Services; (b) process, service,

analyze and audit your relationship with us; (c) determine your interest and eligibility for, and where appropriate provide you with products, services, rewards and programs; (d) comply with applicable legal, regulatory and self-regulatory requirements; and (e) better understand your product and services needs and to offer relevant information, products, service, rewards and programs to meet those needs. Personal information includes, but is not limited to, identification information and billing information. As described in the Privacy Charter, Personal Information may be shared with other parties who administer accounts and services and with other members of the Canadian Tire family of companies to develop surveys, contests, individual and direct marketing programs and may be used to market and sell other products and services to you including by way of postal mail, e-mail, facsimile, telephone, text message, or other form of electronic message. If you decide that you do not want to receive marketing offers for products and services, you may always withdraw or refuse your consent by clicking on the unsubscribe link in our email communications or by contacting us at 1-888-727-7478 (1-888-7ASSIST). Your request will be promptly processed but may not be in time to remove you from promotions already in progress. Please note that even if you have opted out of receiving marketing communications, we may still contact you for purposes of administering your Membership and sending you transactional or operational messages. The Privacy Charter is updated from time to time. You may obtain the most current version of the Privacy Charter online at www.canadiantire.ca or by calling us at calling us at **1-866-846-5841**. When your personal information is transferred to a Service Provider, we require them to protect the information in a manner that is consistent with our Privacy Charter. Our Service Providers may be located outside Canada and may be required to disclose your personal information under the laws of their jurisdictions. Subject to your withdrawal, this consent is valid for the time required to fulfill the identified purposes, Canadian Tire's legitimate business purposes and to conform to all applicable legislative requirements.

Canadian Tire Roadside Assistance is a registered business name of Canadian Tire Services Limited.

- End of Terms and Conditions -

The Triangle World Elite Mastercard is issued by Canadian Tire Bank.

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®/™ World Elite Mastercard is a registered trademark, and the circles design is a trademark, of Mastercard International Incorporated.