

**Please read this carefully and keep it for future reference.**

This outlines how specific sections of your Certificates of Insurance are being updated. You can find a copy of your updated Certificate of Insurance at [td.com/agreements](http://td.com/agreements). For any questions about your insurance benefits, call 1-866-374-1129.

**Updates to the inclusive insurance on the TD® Emerald Flex Visa\* Card**

TD has updated the certificates of Insurance in an effort to add clarity to the coverage and to clearly outline the eligibility requirements.

**Note: There is no change to your existing coverage. No action required.**

If you have any questions or concerns call us toll-free at 1-866-374-1129 Monday to Friday, 8:00 a.m. to 8:00 p.m. ET, and speak to one of our Customer Service Representatives.

**CLHIA recommended changes to *Certificate* of Insurance**

<b>Changes to your Certificate of Insurance, as of March 24, 2022</b>		
<b>Benefit</b>	<b>Before</b>	<b>After</b>
<b>Purchase Security and Extended Warranty Protection</b>	Coverage under this Certificate is provided by: TD Home and Auto Insurance Company (Insurer) 320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6	<b>Coverage under this Certificate is provided by:</b> TD Home and Auto Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2
<b>Purchase Security and Extended Warranty Protection</b>	Administration services are provided by: Allianz Global Assistance (Administrator) P.O. Box 277, Waterloo, ON N2J 4A4 Phone: 1-866-374-1129 or (416) 977-4425	<b>Claims administration and adjudication services are provided by:</b> Global Excel Management Inc. ("Administrator") 73 Queen Street, Sherbrooke, QC J1M 0C9 Phone: 1-866-374-1129 or +1-416-977-4425
<b>Purchase Security and Extended Warranty Protection</b>	The Certificate below applies to the TD Emerald Flex Visa Card which will be referred to as a "TD Credit Card" throughout the Certificate: This Certificate contains a clause which may limit the amount payable. Certificate of Insurance The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 (the "Master Policy") issued by TD Home and Auto Insurance Company ("Insurer") to The Toronto-Dominion Bank are described in this Certificate and are effective December 1, 2008. Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that include insurance against loss or damage to property and said Statutory Conditions are included in the Group Policy. Our Administrator administers the insurance on behalf of TD Home and Auto Insurance Company, and provides claims assistance, claims payment and administrative services under the Group Policy. Words in italics in this Certificate are defined in section 1.	<b>Section 1 – Introduction Certificate of Insurance</b> The Certificate of Insurance (" <i>Certificate</i> ") below applies to the TD Emerald Flex Visa Card, which will be referred to as a "TD Credit Card" throughout the <i>Certificate</i> . <b>Note: This insurance is excess insurance</b> , meaning that any other sources of recovery <i>You</i> have will pay first, and this insurance policy will be the last to pay. For example, if <i>You're</i> covered under home insurance, <i>You</i> will be eligible for the amount of the deductible under this <i>Certificate</i> . Claims administration and adjudication services are provided by Global Excel Management Inc. The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 ("Group Policy") issued by TD Home and Auto Insurance Company ("Insurer") to The Toronto-Dominion Bank are described in this <i>Certificate</i> . Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that includes insurance against loss or damage to property and said Statutory Conditions are included in the Group Policy.

**Changes to your Certificate of Insurance, as of March 24, 2022**

<b>Benefit</b>	<b>Before</b>	<b>After</b>
<p><b>Purchase Security and Extended Warranty Protection</b></p>	<p>Section 1 – Definitions            ACCOUNT(S) means Your TD Credit Card Account accessed using Your TD Credit Card or TD Visa Cheque.            ACCOUNT HOLDER means the Primary Cardholder to whom the monthly Account statement is issued and who is a resident of Canada, and any Additional Cardholder who is a resident of Canada.. The Account Holder may be referred herein as “You” or “Your”.            ADDITIONAL CARDHOLDER means a person to whom a TD Credit Card has been issued at the authorization of the Primary Cardholder.            ADMINISTRATOR means the service provider arranged by the Insurer to provide claims payment and administrative services under the Policy.            CERTIFICATE means this certificate of insurance.            INSURED ITEM means a new item of personal property (a pair or set being one item) for personal use for which at least 75% of the Purchase Price has been charged to the Account of the Account Holder.            MANUFACTURER’S WARRANTY means an express written warranty issued by or on behalf of the manufacturer of the Insured Item at the point of sale at the time of purchase of an Insured Item. The Manufacturer’s Warranty must be valid in Canada.            PRIMARY CARDHOLDER means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued.            PURCHASE PRICE means the actual cost to the Account Holder of the Insured Item, including any applicable sales tax.            SPOUSE means:            i) a person to whom the Account Holder is lawfully married; or            ii) the designated partner where such partner has been domiciled with the Account Holder for at least one year and is publicly represented as the Account Holder’s Spouse.</p>	<p><b>Section 2 – Definitions</b>            In this <i>Certificate</i>, the following words and phrases shown in italics and capitalized have the meanings shown below. As <i>You</i> read through the <i>Certificate</i>, <i>You</i> may need to refer to this Section to ensure <i>You</i> have a full understanding of <i>Your</i> coverage, limitations and exclusions.  <b>Account</b> means the <i>Primary Cardholder’s</i> TD Credit Card Account that the Bank maintains.  <b>Account Holder</b> means the <i>Primary Cardholder</i> to whom the monthly <i>Account</i> statement is issued and who is a resident of Canada, and any <i>Additional Cardholder</i> who is a resident of Canada. The <i>Account Holder</i> may be referred herein as “<i>You</i>” or “<i>Your</i>”.  <b>Additional Cardholder</b> means a person to whom a TD Credit Card has been issued at the authorization of the <i>Primary Cardholder</i>.  <b>Insured Item</b> means a new item of personal property (a pair or set being one item) for personal use for which the full <i>Purchase Price</i> has been charged to the <i>Account</i> of the <i>Account Holder</i>.  <b>Manufacturer’s Warranty</b> means an express written warranty issued by or on behalf of the manufacturer of the <i>Insured Item</i> at the point of sale at the time of purchase of an <i>Insured Item</i>. The <i>Manufacturer’s Warranty</i> must be valid in Canada.  <b>Primary Cardholder</b> means a person who applied for a TD Credit Card, whose name is on the <i>Account</i> and to whom a TD Credit Card has been issued. A <i>Primary Cardholder</i> does not include an <i>Additional Cardholder</i>.  <b>Purchase Price</b> means the actual cost to the <i>Account Holder</i> of the <i>Insured Item</i>, including any applicable sales tax.  <b>Spouse</b> means:  <ul style="list-style-type: none"> <li>• the person who the <i>Account Holder</i> is legally married to; or</li> <li>• the person the <i>Account Holder</i> has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.</li> </ul> </p>

**Changes to your Certificate of Insurance, as of March 24, 2022**

<b>Benefit</b>	<b>Before</b>	<b>After</b>
<p><b>Purchase Security and Extended Warranty Protection</b></p>	<p>Section 2 – What are the Insurance Benefits</p> <p>(a) Purchase Security The Purchase Security Plan automatically protects most Insured Items purchased with the TD Credit Card for ninety (90) days from purchase for all risk of direct physical loss or damage, except as herein provided, anywhere in the world, in excess of other applicable insurance. If the item is lost, stolen or damaged, it will be replaced or repaired, or the Account Holder will be reimbursed for the Purchase Price. This protection is provided at no additional cost and is in effect for purchases made on or after December 1, 2008.</p> <p>(b) Extended Warranty Protection (i) The Extended Warranty Protection Plan automatically provides extended warranty coverage for Insured Items such coverage to commence immediately following the expiry of the applicable Manufacturer’s Warranty for a period equal to the period of the Manufacturer’s Warranty coverage or one year, whichever is the lesser on most items purchased with the TD Credit Card as long as there is a Manufacturer’s Warranty valid in Canada (automatic coverage is limited to warranties five years or less.) Manufacturer’s Warranties greater than five years are covered if registered with the Administrator within the first year after purchase of the item. (ii) To register an Insured Item with a warranty greater than five (5) years for Extended Warranty Protection, the Account Holder must contact the Administrator and provide:</p> <ul style="list-style-type: none"> <li>• a copy of the sales receipt;</li> <li>• Credit Card record of charge or Credit Card statement;</li> <li>• serial number of the item, if available;</li> <li>• original Manufacturer’s Warranty valid in Canada; and</li> <li>• description of the product.</li> </ul> <p>This protection is provided at no additional cost.</p>	<p><b>Section 3 – Description of Insurance Coverage</b></p> <p>a) <b>Purchase Security</b> Purchase Security automatically protects most <i>Insured Items</i> purchased with the TD Credit Card for 90 days from purchase for all risk of direct physical loss or damage, except as herein provided, anywhere in the world, in excess of other applicable insurance. If the item is lost, stolen or damaged, it will be replaced or repaired, or the <i>Account Holder</i> will be reimbursed for the <i>Purchase Price</i>.</p> <p>b) <b>Extended Warranty Protection</b></p> <p>(i) Extended Warranty Protection automatically provides extended warranty coverage for <i>Insured Items</i>, such coverage to commence immediately following the expiry of the applicable <i>Manufacturer’s Warranty</i> for the period of the <i>Manufacturer’s Warranty</i> coverage or 1 year, whichever is the lesser on most items purchased with the TD Credit Card as long as there is a <i>Manufacturer’s Warranty</i> valid in Canada (automatic coverage is limited to warranties 5 years or less). <i>Manufacturer’s Warranties</i> greater than 5 years are covered if registered with the <i>Administrator</i> within the first year after purchase of the item.</p> <p>(ii) To register an <i>Insured Item</i> with a warranty greater than 5 years for Extended Warranty Protection, the <i>Account Holder</i> must contact the <i>Administrator</i> and provide:</p> <ul style="list-style-type: none"> <li>• a copy of the sales receipt;</li> <li>• a Credit Card record of charge or Credit Card statement;</li> <li>• the serial number of the item, if available;</li> <li>• the original <i>Manufacturer’s Warranty</i> valid in Canada; and</li> <li>• a description of the product.</li> </ul>

**Changes to your Certificate of Insurance, as of March 24, 2022**

<b>Benefit</b>	<b>Before</b>	<b>After</b>
<p><b>Purchase Security and Extended Warranty Protection</b></p>	<p><b>Section 3 – Policy Limits</b>                      There is a maximum aggregate lifetime benefit per Account Holder of \$60,000 for all TD Credit Cards of the Account Holder. The Account Holder will be entitled to receive no more than the full Purchase Price of the Insured Item as recorded on the Account receipt or Account statement. Claims for items belonging to a pair or set will be paid for at the Purchase Price of the pair or set provided the parts of the pair or set are unusable individually and cannot be replaced individually. The Administrator, at its sole option, may elect to:                      (a) Repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the Account Holder of its intention to do so within forty-five (45) days following receipt of the required Loss Report; or                      (b) Pay cash for said item, not exceeding the full Purchase Price thereof paid using the Account.</p>	<p><b>Section 4 – Policy Limits</b>                       No change.</p>

<p><b>Purchase Security and Extended Warranty Protection</b></p>	<p><b>Section 4 – Exclusions</b> Any loss or damage of any aspect of any product, device, or equipment to function properly as caused by any change in date will be excluded. This exclusion applies to Purchase Security and to Extended Warranty Protection.</p> <p><b>Purchase Security</b> (a) Coverage is not extended to loss or damage to the following: (i) cash or its equivalent, traveller's cheques, tickets and any negotiable instruments; (ii) art objects, bullion, rare or precious coins; (iii) perishables, animals or living plants; (iv) jewellery and watches in baggage unless carried by hand and under the personal supervision of the Account Holder or Account Holder's travelling companion previously known to the Account Holder; (v) automobiles, motorboats, aircrafts, motorcycles, drones, motor scooters and other motorized vehicles, parts and accessories thereof; (vi) ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; (vii) parts and/or labour required as a result of mechanical breakdown; (viii) used and pre-owned items including antiques and demos; (ix) any item purchased by and/or used for a business or commercial purpose; (x) items consumed in use; and (xi) services.</p> <p>(b) Loss or damage resulting from the following perils are excluded from coverage: (i) abuse or fraud; (ii) flood or earthquake; (iii) war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity; (iv) normal wear and tear; (v) mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another); (vi) radioactive contamination; (vii) inherent product defects; (viii) normal course of play; or (ix) willful acts or omissions; and (x) indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.</p> <p><b>Extended Warranty Protection</b> In addition to any exclusions which may be set out in the Manufacturer's Warranty, this Certificate does not cover: (i) wear and tear, gradual reduction in operating performance, negligence, misuse and abuse; (ii) automobiles, motor boats, aircraft, motorcycles, drones, motor scooters and other motorized vehicles and parts and accessories thereof;</p>	<p><b>Section 5 – Exclusions</b> Any loss or damage of any aspect of any product, device, or equipment to function properly as caused by any change in date will be excluded. This exclusion applies to Purchase Security and to Extended Warranty Protection.</p> <p><b>Purchase Security</b> (a) Coverage is not extended to loss or damage to the following: 1. cash or its equivalent, travellers cheques, tickets and any negotiable instruments; 2. art objects, bullion, rare or precious coins; 3. perishables, animals or living plants; 4. jewellery and watches in baggage unless carried by hand and under the personal supervision of the <i>Account Holder</i> or <i>Account Holder's</i> travelling companion previously known to the <i>Account Holder</i>; 5. automobiles, motorboats, aircrafts, motorcycles, drones, motor scooters and other motorized vehicles, parts and accessories thereof; 6. ancillary costs incurred in respect of an <i>Insured Item</i> and not forming part of the <i>Purchase Price</i>; 7. parts and/or labour required as a result of mechanical breakdown; 8. used and pre-owned items, including antiques and demos; 9. any item purchased by and/or used for a business or commercial purpose; 10. items consumed in use; and 11. services. (b) Loss or damage resulting from the following perils are excluded from coverage: 1. abuse or fraud; 2. flood or earthquake; 3. war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity; 4. normal wear and tear; 5. mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another); 6. radioactive contamination; 7. inherent product defects; 8. normal course of play; 9. willful acts or omissions; and 10. indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.</p> <p><b>Extended Warranty Protection</b> In addition to any exclusions which may be set out in the <i>Manufacturer's Warranty</i>, this <i>Certificate</i> does not cover: 1. wear and tear, gradual reduction in operating performance, negligence, misuse and abuse; 2. automobiles, motor boats, aircraft, motorcycles, drones, motor scooters and other motorized vehicles and parts and accessories thereof; 3. willful acts or omissions and improper installation or alteration; 4. ancillary costs; 5. used or pre-owned items, including demos; 6. any item purchased by and/or used for a business or commercial purpose; and 7. consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered; 8. inherent product defects.</p>
--	---	--

**Changes to your Certificate of Insurance, as of March 24, 2022**

<b>Benefit</b>	<b>Before</b>	<b>After</b>
	(iii) willful acts or omissions and improper installation or alteration; (iv) ancillary costs; (v) used or pre-owned items including demos; (vi) any item purchased by and/or used for a business or commercial purpose; and (vii) consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered; (viii) inherent product defects.	

<p><b>Purchase Security and Extended Warranty Protection</b></p>	<p><b>Section 5 – Claims</b>  The Account Holder must furnish the Administrator with proof of loss. This shall include a signed Loss Report.  (a) Initial Notification  If You have incurred a loss covered under the Purchase Security or Extended Warranty Protection Plans, You must give notice by contacting the Administrator within forty-five (45) days from the date of loss or damage. Call toll-free between 8:00 a.m. and 8:00 p.m. Eastern Time, Monday to Saturday: 1-866-374-1129 or (416) 977-4425  The Account Holder will be asked to provide or, if writing, should provide:  • name, address and telephone number  • Account number used to purchase the Insured Item  • description of the Insured Item and  • date, place, amount and cause of the loss or damage.  (b) Written Proof  (i) Purchase Security  In the event of a claim covered under the Purchase Security Plan, a Loss Report will be mailed by the Administrator. Complete in full and return within ninety (90) days from the date of loss or damage.  The Loss Report shall include but may not be limited to:  • copy of the Account charge receipt and/or Account statement  • a copy of the store receipt  • serial number of the Insured Item (where applicable) and  • any other information reasonably required by the Administrator such as a police or insurance claim report.  (ii) Extended Warranty Protection  You must report the claim information as detailed above prior to proceeding with the repair or replacement. The Administrator will:  1. Authorize the repair, if appropriate; and  2. Ask the Account Holder to:  • return the Insured Item to the manufacturer’s service dealer as specified on the Manufacturer’s Warranty;  • have the authorized dealer contact the Insurer; and if repairable  • pay for the repair and submit:  – a copy of the Account charge receipt and/or Account statement;  – a copy of the paid repair invoice;  – a copy of the store receipt;  – serial number of the Insured Item; and  – a copy of the Manufacturer’s Warranty.  In the event that the damaged Insured Item is not repairable, submit all applicable information to the Administrator as outlined above. The Administrator may require the Account Holder, at the Account Holder’s expense, to send the damaged Insured Item to an address designated by the Administrator.  If the claim is made in respect of an Insured Item which is a gift, the claim may be made by the Account Holder or the recipient of the gift subject to</p>	<p><b>Section 6 – How to Submit a Claim</b>  <b>Who to Contact to Submit a Claim</b>  To submit a claim, please contact <i>Our Administrator</i> at 1-866-374-1129 (toll-free) or +1-416-977-4425 (collect) between 8:00 a.m. and 8:00 p.m. ET, Monday to Friday.  <b>Provide the Information requested:</b>  <b>(a) Initial Notification</b>  If You have incurred a loss covered under the Purchase Security or Extended Warranty Protection, You must give notice by contacting the <i>Administrator</i> within 45 days from the date of loss or damage.  The <i>Account Holder</i> will be asked to provide or, if writing, should provide:  • the name, address and telephone number;  • the <i>Account</i> number used to purchase the <i>Insured Item</i>;  • the description of the <i>Insured Item</i>; and  • the date, place, amount and cause of the loss or damage.  <b>(b) Written Proof</b>  (i) Purchase Security  A Loss Report will be mailed by the <i>Administrator</i>. Complete in full, sign and return within 90 days from the date of loss or damage. The Loss Report shall include but may not be limited to:  • a copy of the <i>Account</i> charge receipt and/or <i>Account</i> statement;  • a copy of the store receipt;  • the serial number of the <i>Insured Item</i> (where applicable); and  • any other information reasonably required by the <i>Administrator</i> such as a police or insurance claim report.  (ii) Extended Warranty Protection  You must report the claim information as detailed above prior to proceeding with the repair or replacement. The <i>Administrator</i> will:  1. Authorize the repair, if appropriate; and  and  2. Ask the <i>Account Holder</i> to:  • return the <i>Insured Item</i> to the manufacturer’s service dealer as specified on the <i>Manufacturer’s Warranty</i>;  • have the authorized dealer contact the Insurer; and  • if repairable, pay for the repair and submit:  o a copy of the <i>Account</i> charge receipt and/or <i>Account</i> statement;  o a copy of the paid repair invoice;  o a copy of the store receipt;  o the serial number of the <i>Insured Item</i>; and  o a copy of the <i>Manufacturer’s Warranty</i>.  In the event that the damaged <i>Insured Item</i> is not repairable, submit all applicable information to the <i>Administrator</i> as outlined above. The <i>Administrator</i> may require the <i>Account Holder</i>, at the <i>Account Holder’s</i> expense, to send the damaged <i>Insured Item</i> to an address designated by the <i>Administrator</i>.  If the claim is made in respect of an <i>Insured Item</i> which is a gift, the claim may be made by the <i>Account Holder</i> or the recipient of the gift subject to compliance with the terms and conditions of the <i>Certificate</i>.</p>
--	---	---

**Changes to your Certificate of Insurance, as of March 24, 2022**

<b>Benefit</b>	<b>Before</b>	<b>After</b>
	compliance with the terms and conditions of the Certificate.	
<b>Purchase Security and Extended Warranty Protection</b>	<p><b>Section 6 – Termination of Insurance</b>                      This coverage terminates on the earliest of the following:</p> <ul style="list-style-type: none"> <li>a) When Your Account is closed;</li> <li>b) When Your Account is ninety (90) or more days past due but coverage is automatically reinstated when the Account is returned to good standing; and</li> <li>c) When the Master Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.</li> </ul>	<p><b>Section 7 – When Your Coverage Terminates</b>                      This coverage terminates on the earliest of the following:</p> <ul style="list-style-type: none"> <li>a) When <i>Your Account</i> is closed;</li> <li>b) When <i>Your Account</i> is 90 or more days past due but coverage is automatically reinstated when the <i>Account</i> is returned to good standing; and</li> <li>c) The date the Group Policy terminates.</li> </ul>

<p><b>Purchase Security and Extended Warranty Protection</b></p>	<p><b>Section 7 – General Conditions</b></p> <p><b>OTHER INSURANCE.</b> All of Our policies are excess insurance, meaning that any other sources of recovery You have will pay first, and this insurance policy will be the last to pay. The total benefits payable under all Your insurance, including this Certificate, cannot be more than the actual expenses for a claim. If an Insured Person is also insured under any other insurance certificate or policy, We will coordinate payment of benefits with the other insurer.</p> <p><b>SUBROGATION.</b> Following the Insurer’s payment of an Account Holder’s claim or loss or damage the Insurer shall be subrogated to the extent of the cost of such payment, to all rights and remedies of the Account Holder against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Account Holder. The Account Holder shall give the Insurer all such assistance as 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 Account Holder.</p> <p><b>BENEFITS ACCOUNT HOLDER ONLY.</b> This protection provided by the Purchase Security and Extended Warranty Protection Plans shall inure to the benefit of the Account Holder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits.</p> <p><b>DUE DILIGENCE.</b> The Account Holder shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Master Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Account Holder shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the Loss Report prior to settlement of a claim.</p> <p><b>FALSE CLAIM.</b> If an Account Holder makes any claim knowing it to be false or fraudulent in any respect, such Account Holder shall no longer be entitled to the benefits of this protection or to the payment of any claim made under the Master Policy.</p> <p><b>LEGAL ACTION LIMITATION PERIOD.</b> Every action or proceeding against the insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta or British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.</p>	<p><b>Section 8 – General Conditions</b></p> <p><b>Benefits Account Holder Only</b></p> <p>This protection provided by the Purchase Security and Extended Warranty Protection Plans shall inure to the benefit of the <i>Account Holder</i>. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits.</p> <p><b>Currency</b></p> <p>All amounts shown are in Canadian currency.</p> <p><b>Due Diligence</b></p> <p>The <i>Account Holder</i> shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Master Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the <i>Account Holder</i> shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the Loss Report prior to settlement of a claim.</p> <p><b>False Claim</b></p> <p>If an <i>Account Holder</i> makes any claim knowing it to be false or fraudulent in any respect, such <i>Account Holder</i> shall no longer be entitled to the benefits of this protection or to the payment of any claim made under the Master Policy.</p> <p><b>Group Policy</b></p> <p>All benefits under this <i>Certificate</i> are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. This Group Policy is issued to the <i>Bank</i>. The principal provisions of the Group Policy affecting <i>Account Holders</i> are summarized in this Certificate. The Group Policy is on file at the office of the <i>Bank</i>.</p> <p><b>Legal Action Limitation Period</b></p> <p>Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the <i>Insurance Act</i> (for actions or proceedings governed by the laws of Alberta or British Columbia), <i>The Insurance Act</i> (for actions or proceedings governed by the laws of Manitoba), the <i>Limitations Act, 2002</i> (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the <i>Civil Code of Quebec</i>.</p> <p><b>Other insurance</b></p> <p>All of <i>Our</i> coverages are excess insurance, meaning that any other sources of recovery <i>You</i> have will pay first, and this insurance policy will be the last to pay. The total benefits payable under all <i>Your</i> insurance, including this <i>Certificate</i>, cannot be more than the actual expenses for a claim. If an <i>Account Holder</i> is also insured under any other insurance certificate or policy, <i>We</i> will coordinate payment of benefits with the other insurer.</p> <p><b>Subrogation</b></p> <p>Following the Insurer’s payment of an <i>Account Holder’s</i> claim or loss or damage, the Insurer shall be subrogated to the extent of the cost of such payment, to all rights and remedies of the <i>Account Holder</i> against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the <i>Account Holder</i>. The <i>Account Holder</i> shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer</p>
--	---	--

**Changes to your Certificate of Insurance, as of March 24, 2022**

<b>Benefit</b>	<b>Before</b>	<b>After</b>
	MASTER POLICY. This Certificate is not a Policy of Insurance. In the event of any conflict between this description of coverage and the Master Policy, the terms and conditions of the Master Policy will govern. In no event does possession of multiple certificates or TD Credit Cards entitle an Insured Person to benefits in excess of those stated herein for any one loss sustained.	to bring suit in the name of the <i>Account Holder</i> .