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- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a Power of Attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

**DISCLOSING YOUR INFORMATION** — We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf to payment card networks in order to operate or administer the payment card system that supports the

products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you

- to any Additional Cardholder for whom you request a Card;
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law.

**SHARING INFORMATION WITHIN TD** – Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you.
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

## **ADDITIONAL COLLECTIONS, USES AND DISCLOSURES**

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Reporting Agencies and Other Lenders** – **For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of**







































# COMMON CARRIER TRAVEL ACCIDENT INSURANCE

*Provided by:*

*TD Life Insurance Company  
320 Front Street West, 3<sup>rd</sup> Floor  
Toronto, ON M5V 3B6*

The Coverage Certificate below applies to the TD Platinum Travel *Visa*\* Card which will be referred to as a "TD Credit Card Account" throughout the Certificate:

## **Coverage Certificate**

TD Life Insurance Company ("**TD Life**") provides the insurance for this Certificate under Master Policy #**TGV009** (the "Policy") issued to The Toronto-Dominion Bank. This insurance is administered by Allianz Global Assistance through the Operations Centre ("Allianz"). Allianz administers the insurance on behalf of TD Life, and provides claims assistance, claims payment and administrative services under the Policy.

**This Certificate contains a clause which may limit the amount payable.**

Words in *italics* in this Certificate are defined in Section **1**.

## **Section 1 – Definitions**

**ACCIDENTAL BODILY INJURY(IES)** means bodily injury which is accidental, is the direct source of a *Loss*, is independent of disease, illness or other cause and occurs while this Policy is in force.

**ACCOUNT** 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 sent, and who is a resident of Canada and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred to herein using "you" and "your".

**ADDITIONAL CARDHOLDER** means a person to whom a TD Credit Card has been issued at the authorization of the Primary Cardholder.

**COMA** means a profound state of unconsciousness from which the *Insured Person* cannot be aroused to consciousness even by powerful stimulation, as determined by a physician. (**Note:** *Coma* benefits are available only to *Dependent Children*.)

**COMMON CARRIER** means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. Should a *Common Carrier* be delayed or rerouted, such that the carrier is required to arrange alternate transportation for its passengers, the definition of *Common Carrier* will extend to whatever conveyance is used for this purpose. Such alternate transportation need not be charged to your *Account* for coverage to be in effect. *Common Carrier* is extended to include any Airline having a

Charter Air Carrier's License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with Scheduled Airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet Aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a Common Carrier.

COVERED TRIP means travel on a Common Carrier, the fare for which is **fully** charged to your Account, or paid for either in full or partially by TD Rewards Points earned on your TD Rewards Program. If your TD Rewards Points have only partially paid for your Common Carrier fare, the balance of that fare must be fully charged to your Account.

DEPENDENT CHILD(REN) means those children residing with the *Account Holder*, under the age of twenty-one (**21**) and unmarried, who are primarily dependent upon the *Account Holder* for maintenance and support. *Dependent Children* also means children beyond the age of twenty-one (**21**) and unmarried, who are permanently, mentally and physically challenged and incapable of self-support. Also included in the definition of *Dependent Children* are the *Account Holder's Dependent Children* under the age of twenty-five (**25**) and unmarried, who are classified as full-time students at an institution of higher learning.

IMMEDIATE FAMILY MEMBER means the *Spouse*, parents, grandparents, children age eighteen (**18**) and over, brother or sister of the *Insured Person*.

INSURED PERSON means the *Account Holder*, as well as the *Account Holder's Spouse* and *Dependent Children* whose name is on a ticket or a rental agreement.

LOSS means the types of *Accidental Bodily Injuries* listed in Section **4** and for which this insurance provides coverage.

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.

PERMANENT TOTAL DISABILITY means that the *Accidental Bodily Injuries* sustained in a covered accident solely and directly:

- 1) prevent the *Insured Person* from performing all the substantial and material duties of the *Insured Person's* occupation; and
- 2) causes a condition which is medically determined, by a physician approved by Allianz, to be of continuous and indefinite duration; and
- 3) require the continuous care of a physician, unless the *Insured Person* has reached his/her maximum point of recovery; and
- 4) prevent the *Insured Person* from engaging in any gainful occupation for which the *Insured Person* is qualified, or could be qualified, by reason of education, training, experience, or skill.

The Permanent *Total Disability* must have existed for twelve (**12**) consecutive months.

(**Note:** *Permanent Total Disability* benefits are not available to Dependent Children.)

SPOUSE means either a person to whom the *Account Holder* is lawfully married, or the common-law *spouse* of an *Account Holder*. Common-law *spouse* shall mean a person (of the same or opposite sex) who has been living with the *Account Holder* continuously for at least one year and is publicly represented as the *Account Holder's* partner.

## **Section 2 – Common Carrier Accident Coverage**

Benefits will be paid as specified in the Schedule of Benefits below if an Insured Person suffers a Loss arising from and occurring on a Covered Trip while the *Insured Person* is:

- 1) riding as a passenger in or entering or exiting any *Common Carrier*; or
- 2) at the airport, terminal or station, at the beginning or end of the *Covered Trip*.

If the purchase of the *Common Carrier* passage fare is not made prior to the *Insured Person's* arrival at the airport, terminal or station, coverage begins at the time the entire *Common Carrier* passage fare is charged to the *Insured Person's Account*.

Coverage includes circumstances arising from and occurring on a *Covered Trip* while the *Insured Person* is riding as a passenger in, entering or exiting any *Common Carrier*, while travelling directly to or from the airport, terminal, or station;

- 1) immediately preceding the departure of the scheduled *Common Carrier* conveyance on which the *Insured Person* has purchased passage; and
- 2) immediately following the arrival of the scheduled *Common Carrier* conveyance on which the *Insured Person* was a passenger.

## **Section 3 – Schedule of Benefits and Important Conditions**

If an *Insured Person* has multiple *Losses* as the result of one accident, only the single largest benefit amount applicable to the *Loss* suffered is payable.

The following benefits are provided if the *Loss* occurs as a result of an accident within one year from the date of the accident:

### **A. Accidental Death or Dismemberment, Loss of Sight, Speech or Hearing and Paralysis Benefits**

<b><i>Accidental Loss of</i></b>	<b><i>Benefit Amount</i></b>
Life	<b>\$500,000</b>
Speech and Hearing	<b>\$500,000</b>
Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, a Foot or Sight of One Eye	<b>\$500,000</b>
One Arm or One Leg	<b>\$375,000</b>
One Hand or One Foot or Sight of One Eye	<b>\$333,350</b>
Speech or Hearing	<b>\$333,350</b>
Thumb and Index Finger of the same Hand	<b>\$166,650</b>



## Paralysis

Quadriplegia (complete paralysis of both upper and lower limbs)	<b>\$500,000</b>
Paraplegia (complete paralysis of both lower limbs)	<b>\$500,000</b>
Hemiplegia (complete paralysis of upper and lower limbs of one side of body)	<b>\$500,000</b>

“Loss” with reference to hand or foot means complete severance through or above the knuckle joint of at least four fingers of the same hand or three fingers and a thumb of the same hand or the ankle joint; with reference to arm or leg means complete severance through or above the elbow or knee joint; with reference to sight of an eye means the permanent loss of vision in one eye; and with reference to thumb and index finger means complete severance through or above the knuckle joints of the thumb and index finger.

“Loss” with reference to speech means the permanent and irrecoverable loss of the capability of speech without the aid of mechanical devices; with reference to hearing means the permanent and irrecoverable loss of hearing in both ears.

“Paralysis” means complete and irreversible loss of all motion of all practical use of an arm or leg provided the loss is continuous for twelve (**12**) consecutive months.

## B. Permanent Total Disability and Coma Benefits

<b>Loss</b>	<b>Benefit Amount</b>
Permanent Total Disability	<b>\$500,000</b>
Coma	<b>\$500,000</b>

- (i) *Permanent Total Disability* benefits are available only to you and your Spouse. Benefit amount (less any amount paid under Sections **4**(A) and (B) is payable if an *Insured Person* sustains *Permanent Total Disability* within three hundred and sixty-five (**365**) days after the date of the accident and the *Permanent Total Disability* continues for twelve (**12**) consecutive months.
- (ii) *Coma* benefits are available only to your *Dependent Child(ren)*. An elimination period of thirty-one (**31**) days applies, which commences on the date the *Dependent Child(ren)* enter into a *Coma*. *Coma* benefits are not payable, nor do they accrue, during an elimination period. The *Coma* benefit amount is payable monthly at a rate of **1%** of the benefit amount shown above until the earliest of: **1**) the date the *Dependent Child* dies; **2**) the date the *Dependent Child* is no longer in a *Coma*; or **3**) total payments equal the *Coma* benefit amount shown above. If the *Dependent Child* dies as a result of the accident during the

period for which this *Coma* benefit is payable, we will pay a lump sum equal to the *Dependent Child's* loss of life benefit amount, less *Coma* benefit amounts already paid.

### **C. Exposure and Disappearance**

- (i) When by reason of an accident described in Section **2**, the *Insured Person* is unavoidably exposed to the elements and as a result of such exposure suffers a Loss, the amount set out in the Schedule of Benefits shall be paid.
- (ii) If the *Insured Person* has not been found within one (**1**) year of the disappearance, stranding, sinking, wrecking or breakdown of a *Common Carrier* in which the *Insured Person* was covered as an occupant, it will be assumed that the *Insured Person* has suffered a loss of life.

## **Section 4 – Special Benefits**

### **A. Family Transportation Benefit**

- (i) When an *Insured Person* is confined as an in-patient in a hospital due to *Accidental Bodily Injuries* that result in a Loss, TD Life will pay for the expenses incurred to transport an *Immediate Family Member* of the *Insured Person* to the hospital. Such personal attendance must be recommended by an attending physician, and such transportation must be via *Common Carrier* on the most direct route available.
- (ii) When an *Insured Person's* loss of life results in a loss of life benefit amount being payable, TD Life will pay for the expenses incurred by an *Immediate Family Member* of the *Insured Person* for transportation to the place where the *Insured Person's* body is located for the purpose of identifying the *Insured Person's* body. Such transportation must be via *Common Carrier* on the most direct route available.

The maximum Family Transportation Benefit payable is **\$5,000** per *Insured Person* who is hospitalized as described above.

### **B. Repatriation Benefit**

When *Accidental Bodily Injuries* result in a loss of life benefit amount being payable, and the loss of life occurs at least **100** kilometres from the *Insured Person's* permanent city of residence, TD Life will pay for the cost of preparation and transportation of *Insured Person's* body to such place of residence. The maximum Repatriation Benefit payable is **\$10,000** per loss of life.

### **C. Rehabilitation Benefit**

When *Accidental Bodily Injury* results in a Loss, an additional amount will be paid for covered Rehabilitation expenses. Covered expenses are the reasonable and necessary expenses actually incurred up to a maximum of **\$10,000** for treatment by a therapist or confinement in an institution of an *Insured Person* provided:

- (i) such treatment is required in order to retrain the *Insured Person* for work in any gainful occupation, including the *Insured Person's* regular occupation; and
- (ii) expenses are incurred within two (2) years from the date of the accident. No payment will be made for ordinary living, travelling or clothing expenses.

## **Section 5 – Payment of Benefits**

The loss of life benefit of an *Account Holder* will be paid to the designated beneficiary. This choice must be in writing and filed with Allianz Global Assistance. All other benefit amounts for Losses suffered by the *Account Holder* are paid to the *Account Holder*.

The loss of life benefit of a *Spouse* or *Dependent Child* will be paid to the *Account Holder*, if living, otherwise to the designated beneficiary. This choice must be in writing and filed with Allianz Global Assistance. All other benefit amounts for Losses suffered by the *Spouse* or *Dependent Child* are paid to the *Spouse* or *Dependent Child*, except that any amount payable for Losses sustained by a minor will be paid to the minor's legal guardian.

If the *Insured Person* has not chosen a beneficiary, or if there is no beneficiary alive when the *Insured Person* dies, TD Life will pay the benefit amount to the *Account Holder's* estate.

## **Section 6 – Exclusions**

This Policy does not cover Loss caused by or resulting from any of the following:

- a) Loss occurring while the employee is in, entering or exiting any aircraft while acting or training as a pilot or crew member.
- b) Loss resulting from suicide, attempted suicide or loss that is intentionally self-inflicted.
- c) Loss caused by or resulting from a declared or undeclared war, but war does not include acts of terrorism.
- d) Loss caused by bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.

## **Section 7 – Making a Claim**

Written Notice of Claim must be given to Allianz Global Assistance, P.O. Box 277, Waterloo, Ontario N2J 4A4 within thirty (30) days after the occurrence or commencement of any Loss covered by this Policy or as soon as reasonably possible. Notice must include enough information to identify the *Insured Person* and *Account*. Failure to give Notice of Claim within thirty (30) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Written Proof of Loss must be given to Allianz Global Assistance within ninety (90) days after the date of Loss, or as soon as reasonably possible.

At the time of a claim, Allianz Global Assistance is available to assist you or your representative in obtaining and completing the necessary claim forms. Call **1-855-987-2895**.

## Section 8 – Individual Termination of Insurance

The insurance coverage of any *Insured Person* shall terminate on the earliest of the following:

- a) the date the Policy is terminated;
- b) the expiration of the Policy term for which premium has been paid; and
- c) the date the *Account Holder's Account* is cancelled or his or her *Account* privileges are terminated.

## Section 9 – General Conditions

**LEGAL ACTION LIMITATION PERIOD:** 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.

**CONFORMANCE WITH STATUTES:** Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this Policy is issued are amended to conform to such statutes.

**PHYSICAL EXAMINATION AND AUTOPSY:** Allianz has the right to have the Insured Person examined by a physician approved by Allianz, as often as reasonably necessary while a claim is pending. Allianz may also have an autopsy done, unless prohibited by law. Any examinations or autopsies that we require will be done at Allianz's expense and by a physician.

**MASTER POLICY:** This certificate is a description of coverage provided by Policy #**TGV009** issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Card Accounts entitle an Insured Person to benefits in excess of those described herein for any Loss sustained.

## DELAYED AND LOST BAGGAGE INSURANCE

*Provided by:*

*TD Home and Auto Insurance Company  
320 Front Street West, 3<sup>rd</sup> Floor  
Toronto, ON M5V 3B6*

The coverage Certificate below applies to the TD Platinum Travel *Visa* Card which will be referred to as a "TD Credit Card" or "Card" throughout the Certificate:

**This Certificate contains a clause which may limit the amount payable.**

### **Coverage Certificate**

The terms of the Delayed and Lost Baggage Group Policy #**TDVB112008** (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.

Words in *italics* in this Certificate are defined in Section 1.

## Section 1 – Definitions

ACCOUNT(S) means *Your TD Credit Card Account* accessed using *Your TD Credit Card*.

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.

BAGGAGE DELAY means a *Covered Person’s Checked Baggage* is delayed by more than six (6) hours from the *Covered Person’s* time of arrival at the *Final Destination*.

CHECKED BAGGAGE means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the *Covered Person* by a *Common Carrier*.

COMMON CARRIER means any land, air, or water conveyance which is licensed to carry passengers for compensation and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room, and there is no legal excuse for refusal.

COVERED PERSON means the *Account Holder*, *Spouse* or *Dependent Children* whose name is on the *Ticket*, or, if no name is on the *Ticket*, for whom a *Ticket* has been purchased.

DEPENDENT CHILDREN means any natural child (legitimate or illegitimate), any legally adopted child, any step-child or any child dependent upon the *Account Holder* in a “parent-child” relationship for maintenance and support who is:

- (i.) under the age of twenty-one (21) years and unmarried, or
- (ii.) under the age of twenty-five (25) years, unmarried and in full time attendance at an institution of higher learning, or
- (iii.) by reason of mental or physical infirmity, incapable of self-sustaining employment and totally dependent upon the *Account Holder* for support within the terms of the Income Tax Act.

ESSENTIAL ITEMS means essential clothing and toiletries that the *Covered Person* was carrying in the baggage, which the *Covered Person* must replace during the period of *Baggage Delay*.

FINAL DESTINATION means the away-from-home ticketed destination for any particular day of travel, as shown on *Your Ticket*.

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.

SPOUSE means the person who is (i) lawfully married to the *Account Holder* or (ii) the person who has been living with the *Account Holder* for a continuous period of at least one year and who is publicly represented as the *Account Holder's Spouse*.

TICKET means evidence of the fare paid for travel on a *Common Carrier* and paid in **full** on or after December 1, 2008 (1) by charge to *Your Account*, (2) by redemption of TD Rewards Points earned under Your TD Rewards Program or (3) by a combination of (1) and (2).

## **Section 2 – Who is covered**

The *Account Holder*, the *Account Holder's Spouse*, and the *Account Holder's Dependent Children* whose name is on a *Ticket*, or if no name is on a *Ticket*, for whom the *Ticket* has been purchased.

## **Section 3 – What are the Coverages**

### **A. Delayed Baggage**

In the event of *Baggage Delay*, You will be reimbursed for the cost to replace *Essential Items* provided those purchases are made before the baggage is returned to the *Covered Person* but in no event more than ninety-six (96) hours after arriving at the *Final Destination*.

### **B. Lost Baggage**

In the event the *Common Carrier* never locates the *Covered Person's Checked Baggage*, You will be reimbursed for the portion of the replacement cost of lost personal property that is not paid by the *Common Carrier* or other insurance.

The total benefits payable in respect of sub-sections A and B are subject to a maximum of **\$1,000** per *Covered Person* per Trip.

To activate coverage, use *Your Card* to pay for the *Ticket* in full. Coverage will be in force while baggage is in the custody of the *Common Carrier*.

## **Section 4 – Termination of Coverage**

Coverage terminates on the earliest of the following:

- 1) When *Your Account* is closed;
- 2) When *Your Account* is ninety (90) or more days past due, but coverage is automatically reinstated when the Account is returned to good standing;
- 3) When the 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.

## **Section 5 – Exclusion and Limitations**

No coverage is provided for:

Losses occurring when the *Checked Baggage* is delayed on a *Covered Person's* return home to their province or residence; expenses incurred more than ninety-six (96) hours after arriving at the *Final Destination* shown on the *Ticket*; expenses incurred after the *Checked Baggage* is returned to the *Covered Person*; losses caused by or resulting from any criminal act by the

*Covered Person*; baggage not checked; baggage held, seized, quarantined or destroyed by customs or government agency; money; securities; credit cards and other negotiable instruments; tickets and documents.

## **Section 6 – Claims**

The *Account Holder* must furnish the Insurer with proof of claim. This shall include a signed loss report.

### **(A) Initial Notification**

If *You* have incurred a claim covered under the Delayed/Lost Baggage Plan, *You* must give notice by contacting the Administrator within forty-five (45) days from the date of the occurrence of the delay.

Call toll-free between **8:00** a.m. and **8:00** p.m., Eastern Time, Monday to Friday: **1-800-667-8031** or **(416) 977-0283**.

The *Covered Person* will be asked to provide or, if writing, should provide:

- name, address, and telephone number;
- Account number used to purchase the Ticket;
- the date, time and place of the occurrence of the delay or loss; and
- the amount of the claim.

### **(B) Written Proof**

In the event of a claim covered under the Delayed/Lost Baggage Plan, a loss report will be mailed by the Administrator to the *Covered Person*. *You* should complete it in full and return it within ninety (90) days from the date of occurrence of the delay or loss.

The loss report shall include but may not be limited to:

- a copy of the *Ticket*;
- a copy of the baggage claim ticket;
- a copy of the *Account* charge receipt or TD Credit Card statement for the cost of the *Ticket*;
- a copy of a statement from *Your* homeowner's or tenant's insurance carrier indicating the extent to which *You* have been reimbursed for any items permanently lost with *Your* baggage;
- itemized receipts for actual expenses incurred for essential clothing and toiletries;
- written statement from the *Common Carrier* confirming all of the following specifics:
  - date and time of delay or loss;
  - date and time that baggage was returned, or if not returned, a statement of the amount of liability accepted by the Common Carrier, if any;
  - reason or circumstances surrounding the delay or loss; and
  - any other information reasonably required by the Insurer.

## **Section 7 – General Conditions**

### **Legal Action Limitation Period**

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.

### **Other Insurance**

The coverage provided by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance; it will reimburse the *Account Holder* only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the *Other Insurance* contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible of Other Insurance.

### **Subrogation with Respect to Lost Baggage**

As a condition to the payment of any claim to an *Account Holder* under the Policy, the *Account Holder* and/or any *Covered Person* shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. 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* and/or *Covered Person*.

### **False Claim**

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 nor to the payment of any claim made under the Policy.

### **Master Policy**

This certificate is not a policy of insurance. In the event of any conflict between this description of coverage and the Policy, the terms and conditions of the Policy will govern. In no event does possession of multiple certificates or TD Credit Card Accounts entitle a *Covered Person* to benefits in excess of this stated herein for any one loss sustained.



## EMERGENCY TRAVEL ASSISTANCE SERVICES

*Provided by our Administrator under a service agreement with TD Life Insurance Company.*

*This is not an insurance benefit but assistance services only.*

*Our Administrator: Allianz Global Assistance*

*P.O. Box 277*

*Waterloo Ontario N2J 4A4*

The Coverage Certificate below applies to the TD Platinum Travel Visa Card which will be referred to as a "TD Credit Card" throughout the Certificate:

### **Important Note**

The following describes assistance services only, not insurance benefits. Any payments made by our Administrator will be charged to your TD Credit Card, subject to credit availability, unless you make other arrangements to reimburse our Administrator.

Multilingual Assistance Coordinators are on call **24** hours a day.

Our Administrator Assistance Coordinators are supported by a network of medical professionals staff including physicians experienced in emergency medical assistance.

### **For Emergency Assistance 24 Hours A Day:**

In Canada and U.S.A. Call **1-800-871-8334**

In Other Countries Call Collect **(416) 977-8297**

### **1 – Medical Assistance Services**

#### **Medical Referrals**

If a medical emergency arises while travelling, you can contact our Administrator Emergency Assistance Centre and you will be referred to the nearest designated physician or medical facility.

#### **Medical Consultation and Monitoring**

Our Administrator's network of medical professionals is available **24** hours a day, **365** days a year, to consult with your attending physician to ensure that your medical needs are being met. Our Administrator's network of medical professionals is experienced in working with physicians outside of Canada to determine the adequacy of care being received and the need for further assistance.

#### **Medical Transportation**

When our Administrator, in consultation with its network of medical professionals and in conjunction with your attending physician, determine that transfer to another medical facility is necessary, our Administrator will coordinate all aspects of the transport to and from the hospital and airport, at the point of departure and arrival. Our Administrator Assistance Coordinators will arrange for qualified medical accompaniment, if necessary.

Neither The Toronto-Dominion Bank, TD Life Insurance Company or any other insurer, nor our Administrator is responsible for the availability, quality or results of any medical treatment you receive or fail to receive for any reason.

## **2 – Payment Assistance**

Our Administrator can assist you in arranging or coordinating payment (over **\$200**) to emergency medical or hospital service providers.

Full liability for payment of these services will, however, rest with you.

## **3 – Travel Assistance Services**

### **Legal Assistance**

Our Administrator can assist you to post bail and pay legal fees, if necessary.

### **Emergency Cash Transfer**

In the event of theft, loss or emergency, our Administrator can assist you to obtain cash which will be charged to your TD Credit Card.

### **Lost Document and Ticket Replacement**

In the event of theft or loss, our Administrator can assist you to replace the necessary travel documents or tickets.

### **Lost Luggage Assistance**

In the event of theft or loss, our Administrator can assist you to locate or replace luggage and personal effects.

TD Platinum Travel *Visa* Cardholders are also eligible for Delayed and Lost Baggage Insurance; however, this coverage is entirely separate. (See your Coverage Certificate in this Document for details.)

### **Translation Services**

Our Administrator can provide immediate translation services in an emergency situation.

Our Administrator will make a good faith effort to provide these services, however, it has no liability to you if local laws, insurrection, epidemic, unavailability of health care providers, strikes, severe weather, geographic inaccessibility or other factors beyond their control delay, interfere or prevent the provision of these services.

## **AUTO RENTAL COLLISION/ LOSS DAMAGE INSURANCE**

*Provided by:*

*TD Home and Auto Insurance Company  
320 Front Street West, 3<sup>rd</sup> Floor  
Toronto, ON M5V 3B6*

The coverage Certificate below applies to the TD Platinum Travel *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.**

Please note that in Alberta and British Columbia, 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 Policy.

## Coverage Certificate

**Please read this certificate carefully.** It outlines what Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when *You* rent and operate a rental vehicle but do not accept the Collision Damage Waiver (CDW) or its equivalent offered by the *Rental Agency*. It also provides instructions on how to make a claim. This certificate should be kept in a safe place and carried with *You* when *You* travel.

Effective September 1, 2010, TD Home and Auto Insurance Company (referred to in this certificate as the “Company”) provides the insurance for this certificate under Policy **TDV092010** (referred to in this certificate as the “Policy”).

**This certificate is not a contract of insurance.** It contains only a summary of the principal provisions of the Policy.

All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made.

This coverage may be cancelled, changed or modified at the option of the card issuer or the Company with at least **30** days written notice to the Primary Cardholder.

To help *You* understand this document, some key words have been defined below:

ACCOUNT means the account which TD maintains for the TD Credit Card.

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 Company to provide claims payment and administrative services under the Policy.

CAR SHARING means a car rental club which gives its members **24** hour access to a fleet of cars parked in a convenient location.

CARDHOLDER means the *Primary Cardholder* and any *Additional Cardholder* in accordance with the Cardholder Agreement.

INSURED PERSON means (1) *You* the *Cardholder*, who presents himself (herself) in person at the *Rental Agency*, signs the rental contract, declines the *Rental Agency’s* CDW or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy.

(2) Any other person who drives the same rental vehicle with *Your* permission whether or not such person has been listed on the rental vehicle contract or has been identified to the *Rental Agency* at the time of making the rental, however, *You* and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

**Important:** Check with *Your* personal automobile insurer and the *Rental Agency* to ensure that *You* and all other drivers have adequate third party liability, personal injury and damage to property coverage. **This policy only covers loss or damage to the rental vehicle as stipulated herein.**

LOSS OF USE means the amount paid to a *Rental Agency* to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

PRIMARY CARDHOLDER means a person who has applied for a TD Credit Card, whose name is on the *Account* and to whom a TD Credit Card has been issued.

RENTAL AGENCY means an auto *Rental Agency* licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this certificate of insurance the terms 'rental company' and 'rental agency' refer to both traditional auto rental agencies and Car Sharing Programs.

RENTAL AGENCY'S CDW means an optional Collision Damage Waiver (CDW) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract. Rental Agency's CDW is not insurance.

TAX-FREE CAR means a tax-free car package that provides tourists with a short-term (**17** days to **6** months), tax-free vehicle lease agreement with a guaranteed buyback. The Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

YOU/YOUR means a TD Credit *Cardholder* whose name is embossed on the TD Credit Card or who is authorized to use the TD Credit Card in accordance with the Cardholder Agreement.

## **A. Collision/Loss Damage Insurance at a Glance**

- Only the *Cardholder* may rent a vehicle and decline the *Rental Agency's* collision damage waiver (CDW) or an equivalent coverage offering. This coverage applies only to the *Insured Person's* personal and business use of the rental vehicle.
- *Your* TD Credit Card must be in good standing.
- *You* must initiate and complete the entire rental transaction with the same TD Credit Card.
- The full cost of the rental must be charged to *Your* TD Credit Card to activate coverage.
- Coverage is limited to one rental vehicle at a time, i.e., if during the same period there is more than one vehicle rented by the *Cardholder*, only the first rental will be eligible for these benefits.
- The length of time *You* rent the same vehicle or vehicles must not exceed forty-eight (**48**) consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds forty-eight (**48**) consecutive days, coverage

will not be provided from the first day onwards, i.e., coverage will not be provided for either the first **48** consecutive days or any subsequent days. Coverage may not be extended for more than forty-eight (**48**) days by renewing or taking out a new rental agreement with the same or another *Rental Agency* for the same vehicle or another vehicle.

- Coverage is limited to loss/damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid *Loss of Use* charges.
- The *Cardholder* must decline on the rental contract the CDW option or its equivalent offered by the *Rental Agency*. (The Collision/Loss Damage Insurance coverage does not pay for the premium charged by the *Rental Agency* for the CDW offered by the *Rental Agency*.)
- Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "**Types of Vehicles Covered**".)
- The Collision/Loss Damage Insurance Program will provide coverage to *Cardholders* when the full cost of each rental of a vehicle (per use and mileage charges) is paid for using *Your* TD Credit Card and the *Car Sharing* Program's Collision/Loss Damage Insurance is declined.
- Coverage is available except where prohibited by law.
- Claims must be reported within forty-eight (**48**) hours of the damage/loss occurring by calling **1-800-880-6497** (when in Canada or the United States) or call collect **(416) 977-3772**.

**PLEASE READ THE FOLLOWING COVERAGE DESCRIPTION CAREFULLY FOR MORE DETAILED INFORMATION ON CONDITIONS AND EXCLUSIONS.**

Collision/Loss Damage (CLD) Insurance provides coverage when You use Your TD Credit Card to pay for a rental vehicle and decline the CDW (or an equivalent coverage) offered by the *Rental Agency*. There is no additional charge for the CLD Insurance. The coverage compensates *You* or a *Rental Agency* for loss/damages up to the actual cash value of the rented vehicle and valid *Rental Agency Loss of Use* charges when the conditions described below are met.

**B. Collision/Loss Damage Covers**

CLD Insurance is primary insurance (except for losses that may be waived or assumed by the *Rental Agency* or their insurer, and in such circumstances where local government insurance legislation states otherwise) which pays the amount for which *You* are liable to the *Rental Agency* up to the actual cash value of the damaged or stolen rental vehicle as well as valid *Loss of Use* charges resulting from damage or theft occurring while *You* are the renter of the rental vehicle.

The length of time *You* rent the same vehicle or vehicles must not exceed forty-eight (**48**) consecutive days. If *You* rent the same vehicle or vehicles for more than forty-eight (**48**) consecutive days, no coverage is provided for any part of your rental period.

This coverage does NOT include loss arising directly or indirectly from:

1. a replacement vehicle for which *Your* personal automobile insurance is covering all or part of the cost of the rental;
2. third party liability;
3. personal injury or damage to property, except the rental vehicle itself or its equipment;
4. the operation of the rental vehicle at any time during which any *Insured Person* is driving while intoxicated or under the influence of any narcotic;
5. any dishonest, fraudulent or criminal act committed by any *Insured Person*;
6. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
7. operation of the rental vehicle in violation of the terms of the rental agreement except:
  - (a) *Insured Persons* as defined, may operate the rental vehicle;
  - (b) the rental vehicle may be driven on publicly maintained gravel roads;
  - (c) the rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

**N.B. It must be noted that loss/damage arising while the vehicle is being operated under (a), (b) or (c) above is covered by this insurance. However, the Rental Agency's third party insurance will not be in force and, as such, You must ensure that You are adequately insured privately for third-party liability.**

8. seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority;
9. transportation of contraband or illegal trade;
10. war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combatting or defending against such action;
11. transportation of property or passengers for hire;
12. nuclear reaction, nuclear radiation, or radioactive contamination;
13. intentional damage to the rental vehicle by an *Insured Person*.

### **C. Who is Eligible for Coverage?**

*Insured Persons* as defined provided that:

1. *Your Card Account* privileges have not been terminated or suspended, and/or
2. *Your Card Account* is not more than ninety (**90**) days past due.

## D. Coverage Activation

For coverage to be in effect, *You* must:

1. Use *Your* TD Credit Card to pay for the entire rental from a *Rental Agency*.
  2. Decline the *Rental Agency's* CDW option or similar coverage offered by the *Rental Agency* on the rental contract. If there is no space on the vehicle rental contract for *You* to indicate that *You* have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant".
- Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid by *Your* TD Credit Card.
  - *You* are covered if *You* receive a "free rental" as a result of a promotion where *You* have had to make previous vehicle rentals and if each such previous rental was entirely paid for with *Your* TD Credit Card.
  - *You* are covered if *You* receive a "free rental" day(s) as a result of TD Rewards Program (or similar TD Credit Card program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which *You* pay the negotiated rate, this entire balance must be paid by *Your* TD Credit Card.
  - *You* are covered if points earned under *Your* TD Rewards Program are used to pay for the rental. However, if only a partial payment is paid using the TD Rewards Program, the entire balance of that rental must be paid using *Your* TD Credit Card in order to be covered.

## E. Coverage Termination

There is NO Coverage when:

1. The *Rental Agency* reassumes control of the rental vehicle.
2. This Policy is cancelled.
3. *Your* rental period is more than forty-eight (**48**) consecutive days, or *Your* rental period is extended for more than forty-eight (**48**) consecutive days by renewing or taking out a new rental agreement with the same or another *Rental Agency* for the same vehicle or other vehicles.
4. *Your* TD Credit Card is cancelled or card privileges are otherwise terminated.

## F. Where Coverage is Available

This coverage is available on a **24**-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Section B, Part **7** (a) (b) or (c) above).

(See the section on "**Helpful Hints**" for tips on locations where use of this coverage may be challenged and what to do when a *Rental Agency* makes the rental or return of a vehicle difficult.)

## G. Types of Vehicles Covered

The types of rental vehicles covered include:

All cars, sport utility vehicles, and Mini-Vans (defined as vans made by an automobile manufacturer and classified by the manufacturer or a government authority as Mini-Vans made to transport a maximum of eight (8) people including the driver and which are used exclusively for the transportation of passengers and their luggage) except those excluded below.

### The following vehicles are NOT covered:

1. vans, cargo vans or mini cargo vans (other than Mini-Vans as described above);
2. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
3. limousines;
4. off-road vehicles — meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. motorcycles, mopeds or motor bikes;
6. trailers, campers, recreational vehicles or vehicles not licensed for road use;
7. vehicles towing or propelling trailers or any other object;
8. mini-buses or buses;
9. any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (**\$65,000**) Canadian, at the time and place of loss;
10. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
11. any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under **2,500** vehicles per year;
12. antique vehicles, meaning a vehicle over twenty (**20**) years old or which has not been manufactured for ten (**10**) years or more;
13. *Tax-free cars.*

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the above requirements.

### IN THE EVENT OF AN ACCIDENT/THEFT

- **Within forty-eight (48) hours**, call the Administrator toll-free **1-800-880-6497** if *You* are in Canada or the United States or call collect **(416) 977-3772**. The Administrator's representative will answer *Your* questions and send *You* a claim form.
- Decide with the rental agent which one of *You* will make the claim.
- **If the rental agent decides to settle the claim directly**, complete the accident report claim form and assign the right for



the *Rental Agency* to make the claim on *Your* behalf on the claim form or other authorized forms. It is important to note that *You* remain responsible for the damage/loss and that *You* may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation toll-free if they are in Canada or the United States to **1-877-661-3566**. When elsewhere the fax number is **(519) 742-9471**. Original documentation may also be required in some instances. (If *You* have any questions, are having any difficulties, or would like the claims Administrator to be involved immediately, call the number provided above).

- **If *You* will be making the claim,** *You* must call the claims administrator within forty-eight (**48**) hours of the damage/theft having occurred. Your claim must be submitted with as much documentation, requested below, as possible within forty-five (**45**) days of discovering the loss/damage. *You* will need to provide all documentation within ninety (**90**) days of the date of damage or theft to the claims Administrator.
- The following claim documentation is required:
  - the claim form, completed and signed
  - *Your* sales draft showing that the rental was paid in full with the TD Credit Card
  - the original copy of the vehicle rental agreement
  - accident or damage report, if available
  - the itemized repair bill, or if not available, a copy of the estimate
  - receipt for paid repairs
  - police report, when available
  - copy of *Your* billing or pre-billing statement if any repair charges were billed to *Your* account

Under normal circumstances, the claim will be paid within fifteen (**15**) days after the claims Administrator has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed.

After the Company has paid *Your* claim, *Your* rights and recoveries will be transferred to the Company to the extent of the Company's payment for the loss/damage incurred when the rental vehicle was *Your* responsibility. This means the Company will then be entitled, at its own expense, to sue in *Your* name. If the Company chooses to sue another party in *Your* name, *You* must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing *Your* signature on all necessary documents that enable the Company to sue in *Your* name.

Once *You* report damage, loss or theft, a claim file will be opened and will remain open for six (6) months from the date of the damage or theft. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims Administrator within six (6) months of the date of loss/damage.

*You* should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this Collision/Loss Damage Insurance.

If *You* make a claim knowing it to be false or fraudulent in any respect, *You* will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.

## **H. Legal Action Limitation Period**

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.

## **Helpful Hints**

Before *You* rent a vehicle, find out if *You* are required to provide a deposit if *You* wish to decline the *Rental Agency's* CDW. If possible, select a *Rental Agency* which provides an excellent rate AND allows *You* to decline the CDW without having to make a deposit.

*Rental Agencies* in some countries may resist *Your* declining their CDW coverage. These *Rental Agencies* may try to encourage *You* to take their coverage or to provide a deposit. If *You* experience difficulty using *Your* CLD Insurance coverage, please call toll-free **1-800-880-6497** if *You* are in Canada or the United States or, call collect **(416) 977-3772** and provide:

- the name of the *Rental Agency* involved,
- the *Rental Agency's* address,
- the date of the rental,
- the name of the *Rental Agency* representative with whom *You* spoke, and *Your* rental contract number.

The *Rental Agency* will then be contacted and acquainted with the CLD Insurance coverage.

In certain locations, the law requires that *Rental Agencies* provide Collision Damage Coverage in the price of the vehicle rental. In these locations (and in Costa Rica or elsewhere where *Cardholders* may be required to accept CDW), the CLD Insurance will provide coverage for any required deductible provided that all the procedures outlined in the certificate are followed and the *Rental Agency's* Deductible Waiver has been declined on the rental contract.

You will not be compensated for any payment You may have made to obtain the *Rental Agency's* CDW.

Check the rental vehicle carefully for scratches or dents before and after You drive the vehicle. Be sure to point out where the scratches or dents are located to a *Rental Agency* representative.

If the vehicle has sustained damage of any kind, immediately phone one of the numbers provided and do not sign a blank sales draft to cover the damage and *Loss of Use* charges or, a sales draft with an estimated cost of repair and *Loss of Use* charges. The rental agent may make a claim on Your behalf to recover repair and *Loss of Use* charges by following the procedures outlined in the section "**In the Event of an Accident/Theft**".

## PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

*Provided by:*

*TD Home and Auto Insurance Company  
320 Front Street West, 3<sup>rd</sup> Floor  
Toronto, ON M5V 3B6*

The Coverage Certificate below applies to the TD Platinum Travel *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.**

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 Master Policy.

### **Coverage Certificate**

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.

Words in *italics* in this Certificate are defined in Section **1**.

### **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.

**INSURED ITEM** means a new item of personal property (a pair or set being one item) for personal use for which the full *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.

## **Section 2 – What are the Insurance Benefits**

### **(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.

### **(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:
  - a copy of the sales receipt;
  - Credit Card record of charge or Credit Card statement;
  - serial number of the item, if available;
  - original *Manufacturer's Warranty* valid in Canada; and
  - description of the product.

This protection is provided at no additional cost.

### Section 3 – Policy Limits

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. Subject to the exclusions, terms and limits of liability as stated in this *Certificate*, 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*.

### Section 4 – Exclusions

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.

#### Purchase Security

- (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, drones, motorcycles, 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.

(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;
- (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.

### **Extended Warranty Protection**

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, drones, motorcycles, motor scooters and other motorized vehicles and parts and accessories thereof;
- (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;
- (vii) consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered; and
- (viii) inherent product defects.

### **Section 5 – Claims**

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 Friday: **1-800-667-8031** or **(416) 977-0283**.

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 to the *Account Holder*. 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:

- a 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 compliance with the terms and conditions of the Certificate.

## **Section 6 – Termination of Insurance**

This coverage terminates on the earliest of the following:

- a) When *Your Account* is closed;
- 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
- 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.

## **Section 7 – General Conditions**

**OTHER INSURANCE.** The Purchase Security coverage is in excess of the *Account Holder's* other applicable valid and collectible insurance or indemnity. The Insurer will be liable only for the excess of the amount of the loss or damage over the amount covered under other insurance or indemnity and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability of the Master Policy. This coverage will not apply as contributing insurance and this "non-contribution" shall control despite any "non-contribution" provision in other insurance or indemnity policies or contracts.

**SUBROGATION.** 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*.

**BENEFITS ACCOUNT HOLDER ONLY.** 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.

**DUE DILIGENCE.** 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 attempted theft, 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.



**FALSE CLAIM.** 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.

**LEGAL ACTION LIMITATION PERIOD.** 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.

**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 Card *Accounts* entitle an *Insured Person* to benefits in excess of those stated herein for any one loss sustained.

## FLIGHT/TRIP DELAY INSURANCE

*Provided by:*

*TD Home and Auto Insurance Company  
320 Front Street West, 3<sup>rd</sup> Floor  
Toronto, ON M5V 3B6*

The Coverage Certificate below applies to the TD Platinum Travel *Visa* Card which will be referred to as a "TD Credit Card Account" throughout the Certificate:

### **Coverage Certificate**

TD Home and Auto Insurance Company ("**TDH&A**") provides the insurance for this Certificate under Master Policy #**TGV010** (the "Policy") issued to The Toronto-Dominion Bank. This insurance is administered by Allianz Global Assistance through the Operations Centre ("Allianz"). Allianz administers the insurance on behalf of TDH&A, and provides claims assistance, claims payment and administrative services under the Policy.

### **This Certificate contains a clause which may limit the amount payable**

Words in *italics* in this Certificate are defined in Section **1**.

### **SECTION 1 – DEFINITIONS**

**ACCOUNT** 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 sent, and who is a resident of Canada and any Additional Cardholder who is resident of Canada. The *Account Holder* may be referred to herein using "You" and "Your".

**ADDITIONAL CARDHOLDER** means a person to whom a TD Credit Card has been issued at the authorization of the Primary Cardholder.

**COMMON CARRIER** means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. Common Carrier is extended to include any Airline having a Charter Air Carrier's License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with Scheduled Airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet Aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a Common Carrier.

**COVERED TRIP** means travel on a *Common Carrier*, the fare for which is **fully** charged to Your *Account*, or paid either in full or partially by TD Rewards Points earned on your TD Rewards Program. If your TD Rewards Points have only partially covered your *Common Carrier* fare, the balance of that fare must be fully charged to your *Account*.

**DEPENDENT CHILD(REN)** means those children residing with the *Account Holder*, under the age of twenty-two (**22**) and unmarried, who are primarily dependent upon the *Account Holder* for maintenance and support. Dependent Children also means children beyond the age of twenty-two (**22**) and unmarried, who are permanently, mentally and physically challenged and incapable of self-support. Also included in the definition of Dependent Children are the *Account Holder's* Dependent Children under the age of twenty-six (**26**) and unmarried, who are classified as full-time students at an institution of higher learning.

**INSURED PERSON** means the *Account Holder*, as well as the *Account Holder's* Spouse and *Dependent Children* whose name is on a *Common Carrier* ticket.

**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.

**SPOUSE** means either a person to whom the *Account Holder* is lawfully married, or the common-law spouse of an *Account Holder*. Common-law spouse shall mean a person (of the same or opposite sex) who has been living with the *Account Holder* continuously for at least one year and is publicly represented as the *Account Holder's* partner.

## **SECTION 2 – \$500 FLIGHT/TRIP DELAY COVERAGE**

In the event that a departure of a *Common Carrier* on a *Covered Trip* on which the *Insured Person* had arranged to travel is delayed for **four (4) hours** from the time specified in the itinerary supplied to the Insured Person, TDH&A will pay **up to \$500** for reasonable expenses for meals and accommodation while delayed and reasonable additional ground transportation expenses. Benefits payable are subject to the following:

- 1) Delay of a *Common Carrier* is caused by inclement weather which means any severe weather condition that delays the scheduled arrival or departure of a *Common Carrier*; or

- 2) Delay caused by equipment failure of a *Common Carrier*, which means any sudden, unforeseen breakdown in the *Common Carrier's* equipment that delays the scheduled arrival or departure of a *Common Carrier*; or
- 3) Delay due to an unforeseen strike or other job action by employees of a *Common Carrier*, which means any labor disagreement that delays the scheduled arrival or departure of a *Common Carrier*.

This coverage for Flight/Trip Delay does not include any loss caused directly and/or indirectly due to:

- 1) An event which was made public or known to the *Insured Person* prior to the date the trip was booked;
- 2) Laws, regulations or orders issued or made by any government or Public Authority;
- 3) Strikes or labor disputes that existed or of which advanced warning had been given prior to the date the *Covered Trip* was booked;
- 4) Cancellation due to the withdrawal from service temporarily or permanently of any *Common Carrier* on the orders or recommendations of any Port Authority or the Aviation Agency of any similar body in any country; or
- 5) A bomb search or bomb threat.

The Flight/Trip Delay benefit is excess over any other insurance or indemnity (including any reimbursements by the *Common Carrier*) available to the *Insured Person*.

### **SECTION 3 – CLAIMS**

If You have incurred a claim covered under the Flight/Trip Delay Insurance Plan, You must give notice by contacting Allianz Global Assistance within forty-five (45) days from the date of the occurrence of the delay.

**To report your claim, please call 1-855-925-6878 or (519) 741-1560.**

In the event of a claim covered under the Flight/Trip Delay Insurance Plan, a loss report will be mailed to the *Insured Person*. You should complete it in full and return it within ninety (90) days from the date of occurrence of the delay.

The loss report shall include but may not be limited to:

- a copy of the *Common Carrier* ticket;
- a copy of the *Account* charge receipt or TD Credit Card statement for the cost of the *Common Carrier* and/or proof of redemption;
- itemized receipts for actual expenses incurred for essential items and other expenses incurred as a result of Your Flight/Trip Delay;
- written statement from the *Common Carrier* confirming the date and time of the *Common Carrier* delay;

- reason or circumstances surrounding the delay; and
- any other information reasonably required by Allianz Global Assistance.

## SECTION 4 – INDIVIDUAL TERMINATION OF INSURANCE

The insurance coverage of any *Insured Person* shall terminate on the earliest of the following:

- a) the date the Policy is terminated
- b) the expiration of the Policy term for which premium has been paid
- c) the date the *Account Holder's Account* is cancelled or his or her *Account* privileges are terminated.

## SECTION 5 – GENERAL CONDITIONS

**LEGAL ACTION LIMITATION PERIOD.** 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.

**CONFORMANCE WITH STATUTES:** Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this Policy is issued are amended to conform to such statutes.

**MASTER POLICY:** This certificate is a description of coverage provided by Policy #**TGVO10** issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Card Accounts entitle an *Insured Person* to benefits in excess of those described herein.

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