

Amendments to the Cardholder Agreement for your TD[®] Aeroplan[®] Visa Infinite^{*} Card.

Here are the details of the changes to the Cardholder Agreement for your TD[®] Aeroplan[®] Visa Infinite^{*} Card.

Effective November 8, 2020, "Aeroplan Miles" will be amended and referred to as "Aeroplan points", where applicable.

The following amendments will be effective on November 8, 2020. The complete Cardholder Agreement can be found at td.com/agreements

Existing Wording	New Wording
Section 30 PRIVACY AGREEMENT	Section 30 PRIVACY AGREEMENT
<p>ADDITIONAL INFORMATION AND DISCLOSURES FOR TD AEROPLAN CARDHOLDERS:</p> <p>You acknowledge and consent to the following additional collection, uses and disclosure of Information about you. You are giving the contact information on your application both to TD (the Bank) and to Aimia Canada Inc. who owns and operates the Aeroplan Program ("Aeroplan"). Your contact information is your name, mailing address(es), email address(es), telephone number(s), language preference, and your Aeroplan membership number (if you have provided it). Aeroplan may use this Information as described in Aeroplan's privacy policy.</p> <p>When you are approved for a TD Aeroplan Credit Card Account, TD and Aeroplan will share Information with each other, including, but not limited to, information about transactions on your Card (for example the purchase amount, transaction date, merchant name, and whether the transaction was completed by you or another Cardholder on the Account), and your Aeroplan program transactions and information (for example, your Aeroplan Miles earnings or redemptions and Aeroplan tier) for the purposes set out in TD's and Aeroplan's privacy policies, administering and supporting the Aeroplan program, enhancing each of TD and Aeroplan's products and services, providing promotional materials and offers, internal reporting and analytics, and improving total customer experience, and for the purposes set out in the Agreement for the Account. You may not withdraw your consent for the sharing of this Information because it is a key benefit and feature of the Card.</p> <p>TD may also disclose to Aeroplan the following specific information about the Account: the location of the merchants from which you made purchases on the Account, billing date, the age range and salutation of the Cardholder in whose name the Account is opened, and number of Cardholders on the Account for the purposes set out above including to improve a Cardholder's experience and provide specific promotional materials and offers that may be of interest to the Cardholder. If you do not wish us to disclose this specific Information, please call TD at 1-800-983-8472.</p> <p>Please note that any Information that is provided directly to Aeroplan or that Aeroplan obtains about a Cardholder as a member of the Aeroplan program (including as a potential member) will be governed by Aeroplan's privacy policy and practices and is not the responsibility of TD.</p> <p>If you have any questions or concerns about the collection, use or disclosure of Information by Aeroplan, would rather not be contacted about Aeroplan's products or services, or wish to obtain more information about Aeroplan's privacy policy and practices, simply call Aeroplan directly or visit the Aeroplan program website at Aeroplan.com.</p>	<p>ADDITIONAL INFORMATION AND DISCLOSURES FOR TD AEROPLAN CARDHOLDERS:</p> <p>You acknowledge and consent to the following additional collection, uses and disclosure of Information about you.</p> <p>When you complete your TD Aeroplan credit card account application, you provide us with contact information including name, mailing address, email address, telephone number, date of birth and Aeroplan number (if you have provided it). This contact information will be shared with Aeroplan Inc. and Air Canada Inc. (collectively, "Air Canada") as part of the Aeroplan Program enrollment process.</p> <p>When you are approved for your credit card account, TD and Air Canada will share Information with each other, including Information about transactions on your Card (for example, the purchase amount, transaction date, location and name of merchants), and your Aeroplan Program transactions and Information (for example, your Aeroplan points, earnings or redemptions and Aeroplan status). This Information is shared for the purposes set out in TD's, Aeroplan's, and Air Canada's privacy policies, including administering and supporting the Aeroplan Program, enhancing each of TD and Air Canada's products and services, providing promotional materials and offers, internal reporting and analytics, and for the purposes set out in the Cardholder Agreement for the Account.</p> <p>Air Canada will share your contact information as well as Information about your interests and preferences, and insights about your purchasing and travel patterns (such as whether you are a frequent or luxury traveler) with Air Canada's airline and travel-related affiliates. Air Canada's affiliates will use that Information to personalize their relationship with you, including providing you with tailored, travel-related offers. Information that is provided directly to Air Canada or that Air Canada obtains about a Cardholder as a member of the Aeroplan Program (including as a potential member) is governed by Aeroplan's Privacy Policy at AirCanada.com/aeroplan-privacypolicy and Air Canada's Privacy Policy at AirCanada.com, and is not the responsibility of TD. Please refer to these privacy policies:</p> <ul style="list-style-type: none"> • If you have any questions or would like to learn more about the Aeroplan Programs or Air Canada's privacy practices; • If you no longer wish to be contacted by Aeroplan Inc., Air Canada Inc. or its airline and travel-related affiliates about their products and services; or • To learn about the choices you have about Air Canada Inc.'s sharing of your Information with its airline and travel-related affiliates.
AEROPLAN TERMS FOR YOUR TD CREDIT CARD	AEROPLAN TERMS FOR YOUR TD CREDIT CARD
<p>Purchase of Gas, Grocery or Drugstore Products means a Purchase of gas or gas station services or products, a Purchase of grocery or grocery items, including those at grocery locations, or a Purchase of drug store products or services, including those at drug store locations, each from a merchant classified through the Visa network with a merchant category code (MCC) that identifies the merchant in the "gas", "grocery", or "drugstore" category.</p>	<p>Purchase of Gas or Grocery or Air Canada Products means a Purchase of gas or gas station services or products or a Purchase of grocery or grocery items, including those at grocery locations, or a Purchase from Air Canada or of any of Air Canada's products and services, each from a merchant classified through the Visa network with a merchant category code (MCC) that identifies the merchant in the "gas" or "grocery" or "Air Canada" category.</p>

Existing Wording	New Wording
<p>AEROPLAN TERMS FOR YOUR TD CREDIT CARD</p> <p>Earning Aeroplan Miles</p> <p>Aeroplan Miles are earned on Purchases charged to the Account as follows:</p> <ul style="list-style-type: none"> • 1.5 Aeroplan Miles (Bonus Rate) earned for each \$1 in Purchases of Gas, Grocery or Drugstore Products (earned only on a maximum annual amount of \$80,000 of Purchases of Gas, Grocery or Drugstore Products); or • 1 Aeroplan Mile earned for each \$1 on all other Purchases. <p>Please contact TD if you wish to confirm the MCC that applies to a particular merchant, or if the Purchase qualifies as a Purchase of Gas, Grocery or Drugstore Products. If you have earned Aeroplan Miles on the maximum annual amount of Purchases of Gas, Grocery or Drugstore Products charged to your Account (from January 1 to December 31) or if your Purchase does not qualify as a Purchase of Gas, Grocery or Drugstore Products, you will instead earn the standard rate of Aeroplan Miles that applies to all other Purchases charged to the Account as described above. The Bonus Rate is in place of and not in addition to the standard rate of Aeroplan Miles earned on all other Purchases charged to the Account.</p>	<p>AEROPLAN TERMS FOR YOUR TD CREDIT CARD</p> <p>Earning Aeroplan points</p> <p>Aeroplan points are earned on Purchases charged to the Account as follows:</p> <ul style="list-style-type: none"> • 1.5 Aeroplan points (Bonus Rate) earned for each \$1 in Purchases of Gas, Grocery or Air Canada Products (earned only on a maximum annual amount of \$80,000 of Purchases of Gas, Grocery or Air Canada Products); or • 1 Aeroplan point earned for each \$1 on all other Purchases. <p>Please contact TD if you wish to confirm the MCC that applies to a particular merchant, or if the Purchase qualifies as a Purchase of Gas, Grocery or Air Canada Products. If you have earned Aeroplan points on the maximum annual amount of Purchases of Gas, Grocery or Air Canada Products charged to your Account (from January 1 to December 31) or if your Purchase does not qualify as a Purchase of Gas, Grocery or Air Canada Products, you will instead earn the standard rate of Aeroplan points that applies to all other Purchases charged to the Account as described above. The Bonus Rate is in place of and not in addition to the standard rate of Aeroplan points earned on all other Purchases charged to the Account.</p>
<p>Liability for Third Parties or Purchases; Limitation of Liability; Cancelling this Agreement</p> <p>...</p> <p>We are not responsible or liable for any loss suffered by a Cardholder or a third party as a result of these Aeroplan Credit Card Terms including the termination or cancellation of a Card, the Account, the Aeroplan Program, Aeroplan Miles, for any Purchase (including a Purchase of Gas, Grocery or Drugstore Products) or any third party service providers, suppliers, agents or partners that support such Purchase. We will not be liable for any damages (including special, indirect or consequential damages) for the Agreement.</p> <p>...</p>	<p>Liability for Third Parties or Purchases; Limitation of Liability; Cancelling this Agreement</p> <p>...</p> <p>We are not responsible or liable for any loss suffered by a Cardholder or a third party as a result of these Aeroplan Credit Card Terms, including the termination or cancellation of a Card, the Account, the Aeroplan Program, Aeroplan points, for any Purchase (including a Purchase of Gas, Grocery or Air Canada Products) or any third party service providers, suppliers, agents or partners that support such Purchase. We will not be liable for any damages (including special, indirect or consequential damages) for the Agreement.</p> <p>...</p>
<p>N/A</p>	<p>31 NEXUS™ application fee statement credit</p>
<p>N/A</p>	<p>NEXUS means the expedited border control program for low risk, pre-approved travellers that is offered jointly by the Canada Border Services Agency and the U.S. Customs and Border Protection.</p> <p>Subject to the limit set out below, each Primary Cardholder and Additional Cardholder will receive one (1) statement credit for the amount posted to the Account, up to a maximum value of \$100 CAD, for a NEXUS application fee regardless of NEXUS application approval.</p> <p>Limitations of statement credits:</p> <p>To be eligible for the statement credit, the Account must be in good standing at the time the NEXUS application fee is charged and posted on the Account.</p> <p>There is a maximum of four (4) statement credits available when a qualifying NEXUS application fee is posted to the Account in any given 48 month period:</p> <ul style="list-style-type: none"> • The 48 month period starts when the first qualifying NEXUS application fee is posted to the Account. • The maximum number of eligible statement credits in the 48 month period will be equal to the number of Cardholders on the Account when a qualifying NEXUS application fee is posted to your Account. <p>The terms of the NEXUS program are established by NEXUS and not TD. TD has no control over the NEXUS program including, but not limited to, eligibility requirements, application approval process, enrollment, renewals, cancellation of NEXUS program memberships, fees (including penalties), or any changes to the terms and conditions under the NEXUS program. For NEXUS terms and conditions, please visit www.cbsa-asfc.gc.ca/prog/nexus/term-eng.html</p>

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Amendments to the Certificate(s) of Insurance for your TD® Aeroplan® Visa Infinite* Card.

NOTE: The following amendments will be **effective on November 8, 2020**.

- The previous changes to your Certificate(s) of Insurance that were communicated to you in the past will be incorporated into the Cardholder Agreement. For details regarding all the previous changes to your Certificate(s) of Insurance, visit the “Insurance Updates” link at td.com/agreements
- As of November 8, 2020, a copy of your updated Certificate(s) of Insurance can be found in the Cardholder Agreement located online at td.com/agreements or can be sent to you by calling 1-800-983-8472.

The following table reproduces the specific amendments, but not the sections in their entirety. Please refer to the Certificate(s) of Insurance for full details.

Certificate(s) of Insurance	Existing Wording	New Wording
TRAVEL MEDICAL INSURANCE	<p>Important Note:</p> <p>What to do in an emergency: All medical emergencies must be reported to <i>Our Administrator</i> immediately. If <i>You</i>, or if applicable, an <i>Insured Person</i>, do not contact <i>Our Administrator</i> promptly, benefits may be limited or excluded. Please see section 8 for details.</p> <p>Pre-Existing Conditions: A <i>Pre-Existing Condition</i> exclusion applies to <i>Emergency Medical Benefits</i> for all <i>Insured Persons</i>. Please see Limitations and Exclusions under sections 6 and 7 for details. If <i>You</i> have any questions regarding <i>Pre-Existing Conditions</i> and/or want to confirm coverage, please contact <i>Our Administrator</i> at 1-866-374-1129 or at (416) 977-4425.</p> <p>This policy contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.</p> <p>Note: If a <i>Medical Emergency</i> occurs, <i>You</i>, or if applicable, an <i>Insured Person</i>, must phone <i>Our Administrator</i> immediately, or as soon as is reasonably possible, or the Maximum Benefit Payable will be reduced to \$30,000, and only 80% of the Eligible <i>Medical Emergency</i> Expenses will be covered. <i>You</i> can call <i>Our Administrator</i> 24 hours a day, seven days a week at 1-866-374-1129 from Canada or the USA, or from other countries by calling collect at (416) 977-4425.</p>	<p>IMPORTANT NOTICE – PLEASE READ CAREFULLY</p> <ul style="list-style-type: none"> • Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your <i>Certificate</i> before you travel as your coverage may be subject to certain limitations or exclusions. • <i>Your policy</i> may not provide coverage for <i>Medical Conditions</i> and/or symptoms that existed before your trip. Check to see how this applies in your <i>Certificate</i> and how it relates to your <i>Departure Date</i>. Please see Sections 6 and 7 of this <i>Certificate</i> for details. Should you have any questions or need further clarification, please contact <i>Our Administrator</i> at 1-866-374-1129 or at 416-977-4425 • In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is made. • If a <i>Medical Emergency</i> occurs, <i>You</i>, or if applicable, an <i>Insured Person</i>, must phone <i>Our Administrator</i> immediately, or as soon as is reasonably possible, or the Maximum Benefit Payable will be reduced to \$30,000, and only 80% of the Eligible <i>Medical Emergency</i> Expenses will be covered. <i>You</i> can call <i>Our Administrator</i> 24 hours a day, seven days a week at 1-866-374-1129 from Canada or the USA, or from other countries by calling collect at (416) 977-4425. Please see section 8 for further details.
Trip Cancellation/Trip Interruption Insurance	<p>Covered Trip means a trip:</p> <ul style="list-style-type: none"> • for which the full cost has been charged: <ul style="list-style-type: none"> • to <i>Your Account</i> and/or • using <i>Your Aeroplan Miles</i>. . . 	<p>Covered Trip means a trip:</p> <ul style="list-style-type: none"> • for which at least 75% of the cost has been charged: <ul style="list-style-type: none"> • to <i>Your Account</i> and/or • using <i>Your Aeroplan points</i>. . .
Trip Cancellation/Trip Interruption Insurance	<p>Trip Cancellation Coverage Period (when the Covered Causes for Cancellation occurs before <i>Your</i> trip)</p> <p>The Trip Cancellation <i>Coverage Period</i> begins on the date the <i>Covered Trip</i> is booked or reserved with the travel agent or other travel supplier and the full cost of the <i>Covered Trip</i> has been charged to <i>Your Account</i> using a TD Aeroplan Visa Infinite Card and/or <i>Your Aeroplan Miles</i>. . .</p>	<p>Trip Cancellation Coverage Period (when the Covered Causes for Cancellation occurs before <i>Your</i> trip)</p> <p>The Trip Cancellation <i>Coverage Period</i> begins on the date the <i>Covered Trip</i> is booked or reserved with the travel agent or other travel supplier and at least 75% of the cost of the <i>Covered Trip</i> has been charged to <i>Your Account</i> using a TD Credit Card and/or <i>Your Aeroplan points</i>. . .</p>

Certificate(s) of Insurance	Existing Wording	New Wording
Trip Cancellation/Trip Interruption Insurance	<p>Trip Interruption Coverage Period (when the Covered Causes for Interruption occurs during <i>Your</i> trip)</p> <p>The Trip Interruption <i>Coverage Period</i> begins on the date the <i>Insured Person</i> completes a portion of the <i>Covered Trip</i> as shown on his or her invoice or ticket provided the <i>Covered Trip</i> is booked or reserved with the <i>Insured Person's</i> travel agent or other travel supplier and the full cost of the <i>Covered Trip</i> has been charged to <i>Your Account</i> using a TD Aeroplan Visa Infinite Card and/or <i>Your Aeroplan Miles</i>...</p>	<p>Trip Interruption Coverage Period (when the Covered Causes for Interruption occurs during <i>Your</i> trip)</p> <p>The Trip Interruption <i>Coverage Period</i> begins on the date the <i>Insured Person</i> completes a portion of the <i>Covered Trip</i> as shown on his or her invoice or ticket provided the <i>Covered Trip</i> is booked or reserved with the <i>Insured Person's</i> travel agent or other travel supplier and at least 75% of the cost of the <i>Covered Trip</i> has been charged to <i>Your Account</i> using a TD Credit Card and/or <i>Your Aeroplan points</i>...</p>
Trip Cancellation/Trip Interruption Insurance	<p>Eligible Trip Cancellation Expenses means one of the following two options:</p> <ul style="list-style-type: none"> • reimbursement for: <ul style="list-style-type: none"> • the portion of the <i>Insured Person's</i> unused travel arrangements which were: <ul style="list-style-type: none"> • Paid in advance and the full cost was charged to <i>Your Account</i> and/or using <i>Your Aeroplan Miles</i>;... 	<p>Eligible Trip Cancellation Expenses means one of the following two options:</p> <ul style="list-style-type: none"> • reimbursement for: <ul style="list-style-type: none"> • the portion of the <i>Insured Person's</i> unused travel arrangements which were: <ul style="list-style-type: none"> • Paid in advance and at least 75% of the cost was charged to <i>Your Account</i> and/or using <i>Your Aeroplan points</i>;...
Trip Cancellation/Trip Interruption Insurance	<p>The <i>Insured Person</i> will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:</p> <ul style="list-style-type: none"> • <i>Your Account</i> statement and any other documentation necessary to confirm that the costs of Eligible Expenses were charged in full to <i>Your Account</i> and/or using <i>Your Aeroplan Miles</i>;... 	<p>The <i>Insured Person</i> will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:</p> <ul style="list-style-type: none"> • <i>Your Account</i> statement and any other documentation necessary to confirm that at least 75% of the costs of Eligible Expenses were charged to <i>Your Account</i> and/or using <i>Your Aeroplan points</i>;...
Common Carrier Travel Accident Insurance	<p>If the <i>Insured Person</i> has not chosen a beneficiary, or if there is no beneficiary alive when the <i>Insured Person</i> dies, Allianz will pay the benefit amount to the first surviving class in the following order:</p> <ol style="list-style-type: none"> a) the <i>Insured Person's</i> Spouse; b) in equal shares to the <i>Insured Person's</i> surviving children; c) in equal shares to the <i>Insured Person's</i> surviving parents; d) in equal shares to the <i>Insured Person's</i> surviving brothers and sisters; e) to the <i>Insured Person's</i> estate. 	<p>If the <i>Insured Person</i> has not chosen a beneficiary, or if there is no beneficiary alive when the <i>Insured Person</i> dies, TD Life will pay the benefit amount to the <i>Account Holder's</i> estate.</p>
Delayed and Lost Baggage Insurance Purchase Security and Extended Warranty Protection	<p>ACCOUNT HOLDER means the Cardholder to whom the monthly <i>Account</i> statement is issued. The <i>Account Holder</i> may be referred herein as "<i>You</i>" or "<i>Your</i>".</p>	<p>ACCOUNT HOLDER 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>".</p>
Delayed and Lost Baggage Insurance Purchase Security and Extended Warranty Protection		<p>ADDITIONAL CARDHOLDER means a person to whom a TD Credit Card has been issued at the authorization of the <i>Primary Cardholder</i>.</p>
Delayed and Lost Baggage Insurance Purchase Security and Extended Warranty Protection		<p>PRIMARY CARDHOLDER 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.</p>

Certificate(s) of Insurance	Existing Wording	New Wording
Delayed and Lost Baggage Insurance	TICKET means evidence of the fare paid for travel on a <i>Common Carrier</i> and paid in full (1) by charge to <i>Your Account</i> , (2) by redemption of Aeroplan Miles or (3) by a combination of (1) and (2)...	TICKET means evidence of the fare paid for travel on a <i>Common Carrier</i> and at least 75% of the cost paid (1) by charge to <i>Your Account</i> , (2) by redemption of Aeroplan points or (3) by a combination of (1) and (2)...
Delayed and Lost Baggage Insurance	To activate coverage, use <i>Your Card</i> to pay for the <i>Ticket</i> in full. Coverage will be in force while baggage is in the custody of the <i>Common Carrier</i> ...	To activate coverage, use <i>Your Card</i> to pay for at least 75% of the <i>Ticket</i> cost. Coverage will be in force while baggage is in the custody of the <i>Common Carrier</i> ...
Purchase Security and Extended Warranty Protection	INSURED ITEM means a <u>new</u> 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> .	INSURED ITEM means a <u>new</u> item of personal property (a pair or set being one item) for personal use for which at least 75% of the <i>Purchase Price</i> has been charged to the <i>Account</i> of the <i>Account Holder</i> .
Purchase Security and Extended Warranty Protection	Purchase Security (a) Coverage is not extended to loss or damage to the following: (v) automobiles, motorboats, aircrafts, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...	Purchase Security (a) Coverage is not extended to loss or damage to the following: (v) automobiles, motorboats, aircrafts, drones, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...
Purchase Security and Extended Warranty Protection	Extended Warranty Protection In addition to any exclusions which may be set out in the <i>Manufacturer's Warranty</i> , this certificate does not cover: (ii) automobiles, motorboats, aircrafts, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...	Extended Warranty Protection In addition to any exclusions which may be set out in the <i>Manufacturer's Warranty</i> , this certificate does not cover: (ii) automobiles, motorboats, aircrafts, drones, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...
Flight/Trip Delay Insurance	COVERED TRIP means travel on a <i>Common Carrier</i> , the fare for which is fully charged to <i>Your Account</i> , or obtained either in full or partially using your Aeroplan Miles. If <i>Your Aeroplan Miles</i> have only partially covered <i>Your Common Carrier</i> fare, the balance of that fare must be fully charged to <i>Your Account</i> .	COVERED TRIP means travel on a <i>Common Carrier</i> , the fare for which at least 75% has been charged: <ul style="list-style-type: none"> • to <i>Your Account</i>, and/or • using your Aeroplan points.

MOBILE DEVICE INSURANCE

Coverage under this Certificate is provided by:

American Bankers Insurance Company of Florida

5000 Yonge Street, Suite 2000

Toronto, Ontario M2N 7E9

Phone: 1-800-859-0694

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

The coverage outlined in this Certificate of Insurance is effective November 8, 2020, and is provided to eligible TD Aeroplan Visa Infinite Cardholders. Refer to the Definitions section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

Mobile Device Insurance is underwritten by American Bankers Insurance Company of Florida (the "Insurer") under Group Policy No. **TDA112020** (the "Policy") issued by the Insurer to The Toronto-Dominion Bank (the "Policyholder"). The Insurer, its subsidiaries, and affiliates carry on business in Canada under the name of Assurant[®]. Assurant[®] is a registered trademark of Assurant, Inc.

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

American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are arranged and/or provided by the Insurer. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Section 1 – Definitions

The following words and phrases, shown capitalized and italicized in this Certificate of Insurance, have the meanings shown below. You may need to refer to this section to ensure You have a full understanding of Your coverage, limitations and exclusions.

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

Account means the Primary Cardholder's TD Aeroplan Visa Infinite card account, which must be in Good Standing with the Policyholder.

Additional Cardholder means a natural person resident in Canada to whom a TD Aeroplan Visa Infinite card has been issued at the authorization of the Primary Cardholder.

Cardholder means the Primary Cardholder and any Additional Cardholder. The Cardholder may be referred to as "You" or "Your".

Dollars and \$ means Canadian dollars.

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

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

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

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

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the Cardholder in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Plan means a fixed-term contract offered by a wireless service Provider.

Primary Cardholder means a natural person, resident of Canada, whose name is on the Account and to whom a TD Aeroplan Visa Infinite card has been issued. A Primary Cardholder does not include an Additional Cardholder.

Provider means a Canadian wireless service Provider.

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

Total Cost means the cost of a Mobile Device, including any applicable taxes, and less any Trade-In Credit(s) and costs for fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs, or similar costs or fees.

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

Section 2 – Coverage

A. ELIGIBILITY

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

- charge at least 75% of the Total Cost to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- charge any portion of the Total Cost that is required to be paid up-front to Your Account, fund the balance of the Total Cost through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
- fund the Total Cost through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Plan.

B. COVERAGE PERIOD

Mobile Device coverage takes effect on the later of:

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

Mobile Device coverage ends on the earlier of:

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

C. BENEFITS

If a *Mobile Device* is lost, stolen or suffers mechanical breakdown or Accidental Damage, *You* will be reimbursed the lesser of its repair or replacement cost, not exceeding the depreciated value[†] of *Your Mobile Device* at date of loss, less the deductible^{††}, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

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

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

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

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

1) Calculation of the depreciated value of *Your Mobile Device*:

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

2) Calculation of the maximum reimbursement:

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

In the event *You* file a valid repair claim and the cost of repair is \$500, including applicable taxes, upon approval of *Your* claim, the maximum reimbursement available to *You* will be \$500.

In the event *Your Mobile Device* is lost or stolen and, upon approval of *Your* claim, *You* purchase a replacement *Mobile Device* for a price of \$800 including applicable taxes, the maximum reimbursement available to *You* will be \$572.

A replacement *Mobile Device* must be of the same make and model as the original *Mobile Device*, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original *Mobile Device*.

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this Certificate of Insurance.

D. LIMITATIONS AND EXCLUSIONS

This coverage complements but does not replace the manufacturer's warranty or warranty obligations.

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

If *You* have one or more *Account* providing Mobile Device Insurance, the maximum number of claims under all *Your Accounts* is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

Mobile Device Insurance does not cover:

- 1) accessories, whether included with *Your Mobile Device* in the original manufacturer's package or purchased separately;
- 2) batteries;
- 3) *Mobile Devices* purchased for resale, professional or commercial use;
- 4) used, previously owned *Mobile Devices*;
- 5) refurbished *Mobile Devices* (unless provided as a replacement for *Your Mobile Device* under the manufacturer's warranty or purchased directly from an original equipment manufacturer or Canadian Provider);
- 6) *Mobile Devices* that have been modified from their original state;
- 7) *Mobile Devices* being shipped, until received and accepted by *You* in new and undamaged condition; and
- 8) *Mobile Devices* stolen from baggage unless such baggage is hand-carried under the personal supervision of the *Cardholder* or the *Cardholder's* travelling companion with the *Cardholder's* knowledge.

No benefits are payable for:

- 1) losses or damage resulting directly or indirectly from:
 - a) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;
 - b) power surges, artificially generated electrical currents or electrical irregularities;
 - c) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - d) cosmetic damage that does not affect functionality;
 - e) software, cellular/wireless service provider or network issues; or
 - f) theft or intentional or criminal acts by the *Cardholder* or Household Members; and
- 2) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

E. GIFTS

Mobile Devices given as gifts are covered under the *Mobile Device* coverage provided all eligibility requirements are met. In the event of a claim, *You*, not the recipient of the gift, must make the claim for benefits.

F. OTHER INSURANCE

Mobile Device Insurance benefits are in excess of all *Other Insurance* available to *You* in respect of the *Mobile Device* subject to the claim.

The *Insurer* will be liable only:

- for the amount of loss or damage over the amount covered under such *Other Insurance* and for the amount of any applicable deductible, and
- if all such *Other Insurance* has been claimed under and exhausted, and further subject to the terms and Limitations and Exclusions set out herein.

This coverage will not apply as contributing insurance notwithstanding any provision in any *Other Insurance*.

G. HOW TO MAKE A CLAIM

PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must first obtain the Insurer's approval. Failure to do so will make Your claim ineligible.

Immediately after a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance occurs, but in no event later than 30 days from the date of loss, *You* must contact the *Insurer* by calling

1-800-859-0694 between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday to obtain a claim form. To file a claim online, please visit cardbenefits.assurant.com

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

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

- 1) the original sales receipt detailing or similar document detailing the date, description of *Your Mobile Device*, and any pay upfront amounts and *Trade-In Credits*;
- 2) a copy of your Wireless Service Agreement or similar document indicating the date, a description of *Your Mobile Device* and the non-subsidized retail cost of *Your Mobile Device*;
- 3) the date and time you notified *Your Provider* of loss or theft;
- 4) a copy of the original manufacturer's warranty (for mechanical failure claims) may be requested;
- 5) a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
- 6) if *You* purchased *Your Mobile Device* outright, *Your Account* statement showing the Purchase Price;
- 7) if *Your Mobile Device* was funded through a Plan, *Your Account* statement showing any portion of the Total Cost paid up-front, if applicable, and credit card statements for up to 12 months immediately preceding the date of loss showing *Your* monthly wireless bill charged to *Your Account*;
- 8) a copy of any document detailing any *Other Insurance* benefits or protection and reimbursements received for this occurrence;
- 9) a police report, fire loss report, or other report of the occurrence of the Accidental Damage, loss or theft of *Your Mobile Device*.

You must obtain a written estimate of the cost to repair *Your Mobile Device* by a repair facility authorized by the original *Mobile Device* manufacturer. At its sole discretion, the *Insurer* may ask *You* to return, at *Your* own expense, the damaged item on which a claim is based to the *Insurer* in order to support *Your* claim.

Section 3 – General Provisions and Statutory Conditions

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

A. SUBROGATION

As a condition to the payment of any claim to a *Cardholder*, the *Cardholder* shall, upon request, transfer or assign to the *Insurer* all legal rights against all other parties for the loss. The *Cardholder* 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 *Cardholder*.

B. TERMINATION OF INSURANCE

All coverage under this Certificate of Insurance terminates on the earlier of:

- a) the date the *Account* is cancelled or closed; and
- b) the date the *Policy* terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

C. DUE DILIGENCE

The *Cardholder* shall use diligence and do all things reasonable to avoid or diminish any loss under the *Policy*.

D. NOTICE AND PROOF OF CLAIM

Written notice of claim must be given to the *Insurer* as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, *Your* claim will not be paid.

E. PAYMENT OF CLAIM

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

F. LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act, Limitations Act* or other applicable legislation in *Your* province or territory.

G. FALSE CLAIM

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

H. IF YOU HAVE A CONCERN OR COMPLAINT

If *You* have a concern or complaint about *Your* coverage, please call the *Insurer* at **1-800-859-0694**. The *Insurer* will do its best to resolve *Your* concern or complaint. If for some reason the *Insurer* is unable to do so to *Your* satisfaction, *You* may pursue the concern or complaint in writing to an independent external organization. *You* may also obtain detailed information for the *Insurer's* resolution process and the external recourse either by calling the *Insurer* at the number listed above or at: www.assurantsolutions.ca/consumer-assistance.

I. PRIVACY

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

HOTEL/MOTEL BURGLARY INSURANCE

Coverage under this Certificate is provided by:

American Bankers Insurance Company of Florida

5000 Yonge Street, Suite 2000

Toronto, Ontario M2N 7E9

Phone: **1-800-859-0694**

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

The coverage outlined in this Certificate of Insurance is effective November 8, 2020, and is provided to eligible TD Aeroplan Visa Infinite *Cardholders*. Refer to the Definitions section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

Hotel/Motel Burglary Insurance is underwritten by American Bankers Insurance Company of Florida (the "*Insurer*") under Group Policy No. **TD A112020** (the "*Policy*") issued by the *Insurer* to The Toronto-Dominion Bank (the "*Policyholder*"). The *Insurer*, its subsidiaries, and affiliates carry on business in Canada under the name of Assurant®. Assurant® is a registered trademark of Assurant, Inc.

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

American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are arranged and/or provided by the *Insurer*.

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

Section 1 – Definitions

The following words and phrases, shown capitalized and italicized in this Certificate of Insurance, have the meanings shown below. *You* may need to refer to this section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Account means the *Primary Cardholder's* TD Aeroplan Visa Infinite card account, which must be in Good Standing with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Aeroplan Visa Infinite card has been issued at the authorization of the *Primary Cardholder*.

Cardholder means the *Primary Cardholder* and any *Additional Cardholder*. The *Cardholder* may be referred to as "*You*" or "*Your*".

Check In means the moment the *Cardholder* registers at the Hotel/Motel.

Check Out means the moment the *Cardholder* vacates the Hotel/Motel room and pays the cost incurred for the duration of the stay.

Dependent Children means the *Cardholder's* unmarried natural, adopted or stepchildren who are dependent on the *Cardholder* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in fulltime attendance at a recognized institution of higher learning in Canada. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

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

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

Hotel/Motel means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various personal services. Hotel/Motel does not include a privately-owned residence offered for rental through an online marketplace service, or other similar online service.

Insured Person means a *Cardholder* and, when travelling with the *Cardholder*, the *Cardholder's* Spouse, Dependent Children, and parents residing with the *Cardholder*.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the *Cardholder* in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Primary Cardholder means a natural person, resident of Canada, whose name is on the *Account* and to whom a TD Aeroplan Visa Infinite card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Spouse means the person who is legally married to the *Cardholder* or the person who has been living with the *Cardholder* for a continuous period of at least 1 year and is publicly represented as the *Cardholder's* Spouse.

Section 2 – Coverage

A. ELIGIBILITY

You are eligible for Hotel/Motel Burglary Insurance coverage when *You* charge at least 75% of the total cost of the Hotel/Motel room to *Your Account* and/or paid for using *Your Aeroplan Points*.

B. COVERAGE PERIOD

Hotel/Motel Burglary Insurance coverage is in effect for the period of time between Check In and Check Out, and ends on the earlier of:

- 1) the date the *Account* ceases to be in Good Standing; and
- 2) the date the *Insured Person* ceases to be eligible for coverage.

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified and agreed.

C. BENEFITS

Hotel/Motel Burglary Insurance coverage protects the *Insured Person* from theft of most items of personal property from a Hotel/Motel room where there is evidence of forceful entry. The maximum benefit payable per occurrence for all *Insured Persons* is \$2,500, in excess of *Other Insurance* and/or payments made by the Hotel/Motel.

D. EXCLUDED ITEMS

Hotel/Motel Burglary Insurance does not cover the following items:

- 1) cash;
- 2) travellers cheques;
- 3) securities;
- 4) credit cards or any other negotiable instruments;
- 5) tickets; and
- 6) documents.

E. HOW TO MAKE A CLAIM

You MUST give immediate notice to the police or other authorities having jurisdiction upon discovery of a loss.

To obtain a claim form in order to present a claim, notify the *Insurer* as soon as reasonably possible, but in no event later than 45 days from the date of loss, by calling **1-800-859-0694** from Canada and the United States between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. To file a claim online, please visit cardbenefits.assurant.com. *You* must maintain original copies of all documents required.

You will be required to complete a claim form and include copies of the TD Aeroplan Visa Infinite charge slip or transaction confirmation, *Account* statement, a written statement from the Hotel/Motel confirming the date, time and details of the loss, police report, payout documentation from the Hotel/Motel and/or *Other Insurance* carrier, if applicable, and any other information reasonably required by the *Insurer* to determine coverage eligibility. If a copy of the police report is not obtainable, *You* must provide the police department address and telephone number, incident report file number, and contact name on the file.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

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