

Amendments to the Cardholder Agreement for your TD[®] Aeroplan[®] Visa[®] Business Card.
Here are the details of the changes to the Cardholder Agreement for your TD[®] Aeroplan[®] Visa[®] Business 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/businesscardagreements

Existing Wording	New Wording
<p>Section 30 PRIVACY AGREEMENT</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. 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. 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>Section 30 PRIVACY AGREEMENT</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. 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.</p> <p>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 Program's 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.
<p>AEROPLAN TERMS FOR YOUR TD CREDIT CARD</p>	<p>AEROPLAN TERMS FOR YOUR TD CREDIT CARD</p>
<p>Aeroplan Program means the program that is owned and operated by Aimia Canada Inc. (Aeroplan) and associated with the Card(s) and this Account and it includes all Aeroplan Program privileges and benefits including Aeroplan Miles.</p>	<p>Aeroplan Program means the program that is owned and operated by Aeroplan Inc. (Aeroplan) and associated with the Card(s) and this Account and it includes all Aeroplan Program privileges and benefits including Aeroplan points.</p>
<p>Purchase of Travel or Gas means either a Purchase of travel or travel related products or services or a Purchase of gas or gas station services or products, each from a merchant classified through the Visa network with a merchant category code (MCC) that identifies the merchant in the "travel" or "gas" category.</p>	<p>Purchase of Travel or Dining or Air Canada Products, or Purchases of Shipping, Internet, Cable and Phone services, means a Purchase of travel or travel related services, or a Purchase of dining items including those at restaurants, or a Purchase from Air Canada or of any of Air Canada's products and services, or a Purchase of shipping, Internet, cable and phone services used for your business, each from a merchant classified through the Visa network with a merchant category code (MCC) that identifies the merchant in the "travel" or "dining" or "Air Canada" or "shipping, internet, cable and phone services" 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) for each \$1.00 in Purchases of Travel or Gas (earned only on a maximum annual amount of \$80,000 of Purchases of Travel or Gas for the Account); or • 1 Aeroplan Mile for each \$1.00 in 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 Travel or Gas. If you have earned Aeroplan Miles on the maximum annual amount of Purchases of Travel or Gas charged to your Account (from January 1 to December 31) or if your Purchase does not qualify as a Purchase of Travel or Gas, you will instead earn the standard rate of Aeroplan Miles that applies to all other Purchases on your 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"> • 2 Aeroplan points (Air Canada Bonus Rate) earned for each \$1 in Purchases of Air Canada Products; or • 1.5 Aeroplan points (Bonus Rate) earned for each \$1 in Purchases of Travel or Dining Products or Purchases of Shipping, Internet, Cable and Phone Services; or • 1 Aeroplan point earned for each \$1 in all other Purchases. • Air Canada Bonus Rate and Bonus Rate are earned only on a maximum annual amount of \$80,000 of Purchases of Air Canada Products, Travel or Dining Products, or Purchases of Shipping, Internet, Cable and Phone Services. <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 Travel, Dining or Air Canada Products or Purchases of Shipping, Internet, Cable and Phone Services. If you have earned Aeroplan points on the maximum annual amount of Purchases of Travel, Dining or Air Canada Products or Purchases of Shipping, Internet, Cable and Phone Services, charged to your Account (from January 1 to December 31) or if your Purchase does not qualify as a Purchase of Travel, Dining or Air Canada Products or Purchases of Shipping, Internet, Cable and Phone Services, you will instead earn the standard rate of Aeroplan points that applies to all other Purchases charged to the Account as described above. The Air Canada Bonus Rate and Bonus Rate are 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, or for any Purchase (including a Purchase of Travel or Gas), or any third party service providers, suppliers, agents or partners that support such Purchases of Travel or Gas. 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 Travel, Dining or Air Canada Products or a Purchase of Shipping, Internet, Cable and Phone Services, 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 one (1) statement credit available when a qualifying NEXUS application fee is posted to the Account in any given 48 month period. The 48 month period starts when the first qualifying NEXUS application fee is posted to the Account.</p> <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* Business 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/businessagreements
- 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/businessagreements 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		Administrator means the company <i>We</i> select to provide medical and claims assistance, claims payment, administrative and adjudication services under the <i>Group Policy</i> .
Flight/Trip Delay Insurance		ADMINISTRATOR means the service provider arranged by TD H&A to provide claims payment and administrative services under the <i>Group Policies</i> .
Flight/Trip Delay Insurance	COVERED TRIP means travel on a <i>Common Carrier</i> , the fare for which is fully charged to Your <i>Account</i> , or obtained either in full or partially using your Aeroplan Miles. If Your Aeroplan Miles have only partially covered Your <i>Common Carrier</i> fare, the balance of that fare must be fully charged to Your <i>Account</i> .	COVERED TRIP means travel on a <i>Common Carrier</i> , the fare for which at least 75% has been charged to Your <i>Account</i> and/or using Your Aeroplan points.
Flight/Trip Delay Insurance		WE, US, and OUR mean TD Home and Auto Insurance Company and/or our administrator.
Flight/Trip Delay Insurance	In the event that a departure of a <i>Common Carrier</i> on a <i>Covered Trip</i> on which the <i>Insured Person</i> had arranged to travel is delayed for four (4) hours from the time specified in the itinerary supplied to the <i>Insured Person</i> , Allianz 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: . . .	In the event that a departure of a <i>Common Carrier</i> on a <i>Covered Trip</i> on which the <i>Insured Person</i> had arranged to travel is delayed for four (4) hours from the time specified in the itinerary supplied to the <i>Insured Person</i> , <i>We</i> 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: . . .
Flight/Trip Delay Insurance	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. . .	If You have incurred a claim covered under the Flight/Trip Delay Insurance Plan, You must give notice by contacting <i>Our Administrator</i> within forty-five (45) days from the date of the occurrence of the delay. . .
Common Carrier Travel Accident Insurance		WE, US and OUR mean TD Life Insurance Company and/or our administrator. YOU and YOUR means the <i>Account Holder</i> .
Common Carrier Travel Accident Insurance	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: a) the Insured Person’s Spouse; b) in equal shares to the Insured Person’s surviving children; c) in equal shares to the Insured Person’s surviving parents; d) in equal shares to the Insured Person’s surviving brothers and sisters; e) to the Insured Person’s estate.	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, <i>We</i> will pay the benefit amount to the <i>Account Holder’s</i> estate. . .

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 on or after December 1, 2008, (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> ...
Auto Rental Collision/Loss Damage Insurance		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.
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 <u>full</u> <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	<p>Purchase Security</p> <p>(a) Coverage is not extended to loss or damage to the following:</p> <p>(v) automobiles, motorboats, aircrafts, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...</p>	<p>Purchase Security</p> <p>(a) Coverage is not extended to loss or damage to the following:</p> <p>(v) automobiles, motorboats, aircrafts, drones, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...</p>
Purchase Security and Extended Warranty Protection	<p>Extended Warranty Protection</p> <p>In addition to any exclusions which may be set out in the <i>Manufacturer's Warranty</i>, this certificate does not cover:</p> <p>(ii) automobiles, motorboats, aircrafts, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...</p>	<p>Extended Warranty Protection</p> <p>In addition to any exclusions which may be set out in the <i>Manufacturer's Warranty</i>, this certificate does not cover:</p> <p>(ii) automobiles, motorboats, aircrafts, drones, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;...</p>

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 Business Card Account Holders. 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 *Your* TD Aeroplan Visa Business Card account, which must be in *Good Standing* with the *Policyholder*.

Account Holder means a natural person who was issued a TD Aeroplan Visa Business Card, whose name is on the *Account* and who is a resident of Canada. The *Account Holder* may be referred to as “*You*” or “*Your*”.

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

Good Standing means, with respect to an *Account*, that the *Account Holder* has not advised the *Policyholder* to close the *Account* 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 *Account Holder*.

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.

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 *Account Holder* 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*.

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 *Account Holder* 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 *Account Holder* when the *Account Holder* 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;
- 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 *Account Holder* or the *Account Holder's* travelling companion with the *Account Holder'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 *Account Holder* 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 loss, theft or, upon Our request, the *Accidental Damage* 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 an *Account Holder*, the *Account Holder* 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*.

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 *Account Holder* 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 Business Card *Account Holders*. 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. **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*. 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 *Your* TD Aeroplan Visa Business Card account, which must be in *Good Standing* with the *Policyholder*.

Account Holder means a natural person who was issued a TD Aeroplan Visa Business Card, whose name is on the *Account* and who is a resident of Canada. The *Account Holder* may be referred to as "*You*" or "*Your*".

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

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

Dependent Children means the *Account Holder's* unmarried natural, adopted or stepchildren who are dependent on the *Account Holder* 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 *Account Holder* has not advised the *Policyholder* to close the *Account* 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 the *Account Holder* and, when travelling with the *Account Holder*, the *Account Holder's Spouse*, *Dependent Children*, and parents residing with the *Account Holder*.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the *Account Holder* 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.

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

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 an *Account Holder*, the *Account Holder* and/or any *Insured Person* shall, upon request, transfer or assign to the *Insurer* all legal rights against all other parties for the loss. The *Account Holder* and/or any *Insured Person* 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 *Insured Person*.

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 *Insured Person* 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.

TRIP CANCELLATION/TRIP INTERRUPTION

Coverage under this Certificate is provided by:

TD Life Insurance Company and TD Home and Auto Insurance Company (Insurer)

320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6

Claims administration and adjudication services are provided by:

Allianz Global Assistance (Administrator)

P.O. Box 277, Waterloo, Ontario, N2J 4A4

Phone: 1-866-374-1129 or (416) 977-4425

Certificate of Insurance

This *Certificate* applies to the TD® Aeroplan® Visa* Business Card Account which will be referred to as "TD Credit Card" throughout the *Certificate*.

TD Life Insurance Company ("**TD Life**") provides the insurance for the Medical Covered Causes for Cancellation and the Medical Covered Causes for Interruption under this *Certificate* under Group Policy **No. TGV003**.

TD Home and Auto Insurance Company ("**TD H&A**") provides the insurance for the Non-Medical Covered Causes for Cancellation and the Non-Medical Covered Causes for Interruption under this *Certificate* under Group Policy **TGV006**.

Together, these policies are referred to as the "**Group Policies**".

Our Administrator administers the insurance on behalf of TD Life and TD H&A and provides claims payment and administrative services under the *Group Policies*.

This *Certificate* contains important information. Please read it carefully and take it with *You* on *Your* trip.

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

Important Notes:

Pre-Existing Conditions: A *Pre-Existing Condition* exclusion applies to the Trip Cancellation and Trip Interruption benefits. Please see Limitations and Exclusions under sections 6 through 8 for details. If *You* have any questions regarding *Pre-Existing Conditions* and/or want to confirm coverage, please contact *Our Administrator* at **1-866-374-1129** or at **(416) 977-4425**.

If *You* need to cancel or interrupt a trip: If a Covered Cause for Cancellation or Interruption occurs, *You* or, if applicable, an *Insured Person*, must phone the *Administrator* immediately. Please see section 11 for contact information.

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.

SECTION 1 – SUMMARY OF BENEFITS

Benefits	Maximum Benefit Payable
Trip Cancellation Insurance	\$1,500 per <i>Insured Person</i> per <i>Covered Trip</i> \$5,000 total per <i>Covered Trip</i> for all <i>Insured Persons</i> on the same <i>Covered Trip</i>
Trip Interruption Insurance	\$5,000 per <i>Insured Person</i> per <i>Covered Trip</i> \$25,000 total per <i>Covered Trip</i> for all <i>Insured Persons</i> on the same <i>Covered Trip</i>

Note: If the value of an *Insured Person's Covered Trip* exceeds the amounts listed above, *You* may wish to speak to *Your* travel agent or other travel supplier for excess coverage.

SECTION 2 – DEFINITIONS

In this *Certificate*, the following words and phrases shown in italics have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this section to

ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Account means the *Account* owned by the *Account Holder* that the *Bank* maintains with respect to a TD Credit Card(s).

Account Holder means the person who was issued a TD Credit Card, whose name is on the *Account* and who is a resident of Canada. The *Account Holder* may be referred to herein using "*You*" and "*Your*".

Administrator means the service provider arranged by TD Life and TDH&A to provide claims payment and administrative services under the *Group Policies*.

Aeroplan points the points awarded through the Aeroplan Program which can be redeemed for rewards. Aeroplan points have no monetary value.

Bank means The Toronto-Dominion Bank.

Certificate means this certificate of insurance.

Common Carrier means any land, air or water conveyance which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

Coverage Period means the period of time during which a covered event must occur for a benefit to be payable. *Coverage Period* means the Trip Cancellation Coverage Period or the Trip Interruption Coverage Period, as applicable. These terms are defined in section 5 – THE COVERAGE PERIOD.

Covered Trip means a trip:

- made by an *Insured Person* outside the *Insured Person's* province or territory of residence;
- that does not extend to or past:
 - the date the *Insured Person* no longer meets the eligibility requirements set out in section 3;
 - the date coverage terminates as described in section 4;
- that was booked or reserved prior to departure from the *Insured Person's* province or territory of residence; and
- for which at least 75% of the cost has been charged:
 - to *Your Account* and/or
 - using *Your Aeroplan points*.

Dependent Children means *Your* natural, adopted, or step-children who are:

- unmarried;
- dependent on *You* for financial maintenance and support; and
 - under **22** years of age; or
 - under **26** years of age and attending an institution of higher learning, full-time, in Canada; or
 - mentally or physically handicapped.

Note: A *Dependent Child* does not include a child born while the child's mother is outside her province or territory of residence during the *Covered Trip*. The child will not be insured with respect to that trip.

Effective Date means the date this *Certificate* takes effect with respect to *You*, and the date on which an *Account* is opened by the *Bank* for *You* and *You* meet the eligibility

requirements set out in section 3 with respect to this *Account*. Only *Covered Trips* booked on or after the *Effective Date* shall be eligible for coverage.

Good Standing: An *Account* is in Good Standing if:

- the *Account Holder* has applied for the *Account*;
- the *Bank* has approved and opened the *Account*;
- the *Account Holder* has not advised the *Bank* to close the *Account*; and
- the *Bank* has not suspended or revoked credit privileges or otherwise closed the *Account*.

Hospital means an institution that is accredited and licensed by the appropriate authority as a hospital to *Treat* patients on an in-patient, out-patient and emergency basis; or the nearest medical facility that has been approved in advance by *Our Administrator*.

Exceptions: Hospital does not include chronic care, convalescent, rehabilitation or nursing home facilities.

Immediate Family Member means an *Insured Person's Spouse*, parents, step parent, grandparents, natural or adopted children, step children or legal ward, step sisters, step brothers, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces or nephews, sons-in-law or daughters-in-law, and the *Insured Person's Spouse's* parents, grandparents, brothers, brothers-in-law, sisters, sisters-in-law and children.

Insured Person means a person who is eligible to be insured under this *Certificate* as described in section 3.

Medical Condition means an irregularity in the health of an *Insured Person* which required or requires medical advice, consultation, investigation, *Treatment*, care, service or diagnosis by a *Physician*.

Physician means a physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where he or she provides medical advice or *Treatment* and who is not related by blood or marriage to any *Insured Person* under this *Certificate*.

Pre-Existing Condition means a *Medical Condition*:

- for which symptoms appeared in the *Pre-Existing Condition Period*;
- that was investigated, diagnosed or *Treated* during the *Pre-Existing Condition Period*, where *Treatment* includes medication; or
- for which further investigation was recommended or prescribed, or for which a change in *Treatment* was recommended (including a change in medication or dosage) during the *Pre-Existing Condition Period*.

Pre-Existing Condition Period with respect to any benefit under this *Certificate* is as follows:

- *Insured Persons* under **65** years of age – **90** days immediately before the beginning of the *Coverage Period*; and
- *Insured Persons* **65** years of age or older – **180** days immediately before the beginning of the *Coverage Period*.

Spouse means:

- the *Insured Person's* legal husband or wife; and
- the person who the *Insured Person* has lived with for at least one year and publicly represented as his or her domestic partner.

Stable means any *Medical Condition* or related condition (whether or not the diagnosis has been determined) for which there have been:

- no new or change in medication or dosage;
- no new or change in *Treatment*;
- no new or increase in frequency or severity of symptoms;
- no referral or recommendation to see a speciality clinic or specialist;
- no pending test results or testing; or
- no pending surgery or other *Treatment*.

Travelling Companion means someone who shares trip arrangements and accommodations with *You*.

Exceptions: No more than three (3) individuals (including *You*) will be considered

travel companions on any one trip.

Treated or Treatment means any medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *Physician*, including but not limited to prescribed or unprescribed medication, investigative testing and surgery. The term "treatment" does not include the unaltered use of prescribed medication for a *Medical Condition* which is *Stable*.

We, Us and **Our** mean TD Life Insurance Company with respect to the Medical Covered Causes for Cancellation and Medical Covered Causes for Interruption. **We, Us** and **Our** mean TD Home and Auto Insurance Company with respect to the Non-Medical Covered Causes for Cancellation and Non-Medical Covered Causes for Interruption. These terms are defined in sections 6 and 7.

You and **Your** means the *Account Holder*.

SECTION 3 – ELIGIBILITY

The *Account Holder* is eligible to be insured under this *Certificate* if, throughout the *Covered Trip*, the *Account Holder*:

- is a resident of Canada; and
- has an *Account* in *Good Standing*.

The *Account Holder's Spouse* is eligible to be insured under this *Certificate* if, throughout the *Covered Trip*:

- *You* are eligible to be insured under this *Certificate* as described above, even if *You* are not travelling; and
- the *Spouse*:
 - is a resident of Canada; and
 - continues to meet the definition of *Spouse* of the *Account Holder*

The *Account Holder's Dependent Child* is eligible to be insured under this *Certificate* whether or not the *Account Holder* or the *Account Holder's Spouse* travels with them if, throughout the *Covered Trip*:

- *You* are eligible to be insured under this *Certificate* as described above, even if *You* are not travelling; and
- the *Dependent Child*:
 - is a resident of Canada;
 - is travelling with either *You* or with *Your Spouse*; and
 - continues to meet the definition of *Dependent Child*.

SECTION 4 – WHEN YOUR CERTIFICATE TERMINATES

Coverage for the *Account Holder* under this *Certificate* will terminate on the earliest of the following dates:

- the date the *Account* is cancelled, closed or otherwise ceases to be in *Good Standing*;
- the date the *Account Holder* ceases to be eligible for coverage; and
- the date the Group Policy terminates.

Coverage for an *Insured Person* other than the *Account Holder* under this *Certificate* will terminate on the earliest of the following dates:

- the date coverage terminates for the *Account Holder*; and
- the date the *Insured Person* ceases to be eligible for coverage.

No benefits will be paid under this *Certificate* for losses incurred after coverage has terminated.

SECTION 5 – THE COVERAGE PERIOD

Trip Cancellation Coverage Period (when the Covered Causes for Cancellation occurs **before** *Your* trip)

- The *Trip Cancellation Coverage Period* begins on the date the *Covered Trip* is booked or reserved with the travel agent or other travel supplier and at least 75% of the cost of the *Covered Trip* has been charged to *Your Account* using a TD Credit Card and/or *Your Aeroplan points*.
- *Dependent Children* are only covered if travelling with *You* or *Your Spouse*. Therefore, for each *Insured Person* who is a *Dependent Child* the *Trip Cancellation Coverage Period*

begins on the date set out above **only** if *You* or *Your Spouse* will be travelling with the *Dependent Child* on the *Covered Trip*.

The Trip Cancellation *Coverage Period* ends on the earlier of:

- the date the *Insured Person* departs or plans to depart on the *Covered Trip*; and
- the date this *Certificate* terminates.

Trip Interruption Coverage Period (when the Covered Causes for Interruption occurs **during** *Your* trip)

- The Trip Interruption *Coverage Period* begins on the date the *Insured Person* completes a portion of the *Covered Trip* as shown on his or her invoice or ticket provided the *Covered Trip* is booked or reserved with the *Insured Person's* travel agent or other travel supplier and at least 75% of the cost of the *Covered Trip* has been charged to *Your Account* using a TD Credit Card and/or *Your Aeroplan points*.
- *Dependent Children* are only covered while travelling with *You* or *Your Spouse*. Therefore, for each *Insured Person* who is a *Dependent Child* the Trip Interruption *Coverage Period* begins on the date set out above **only** if *You* or *Your Spouse* are travelling with the *Dependent Child* on the *Covered Trip*.

The Trip Interruption *Coverage Period* ends on the earlier of:

- the date the *Insured Person* is scheduled to return from the *Covered Trip*; and
- the date this *Certificate* terminates.

SECTION 6 – WHAT YOUR INSURANCE COVERS – TRIP CANCELLATION INSURANCE

We will pay a Trip Cancellation Benefit with respect to an *Insured Person* if he or she is required to cancel a *Covered Trip* due to a Covered Cause for Cancellation listed below that occurs during the Trip Cancellation *Coverage Period* for the *Covered Trip*.

Trip Cancellation Benefit means, subject to the Maximum Benefit Payable described in section 1, Eligible Trip Cancellation Expenses.

Eligible Trip Cancellation Expenses means one of the following two options:

- reimbursement for:
 - the portion of the *Insured Person's* unused travel arrangements which were:
 - Paid in advance and at least 75% of the cost was charged to *Your Account* and/or using *Your Aeroplan points*;
 - Forfeited as a result of a Covered Cause for Cancellation; and
 - Non-refundable on the date the Covered Cause for Cancellation arose; and
 - travel point administration cancellation fees that applied on the date the Covered Cause for Cancellation arose, where applicable; but

Exclusion: there will be no reimbursement for the cost of any additional travel insurance;
- or, in the alternative, if the *Insured Person* misses the scheduled departure as a result of a Covered Cause for Cancellation, payment of reasonable transportation costs that are:
 - required for the *Insured Person* to travel to the destination of the *Covered Trip* by the most direct route; and
 - approved in advance by the *Administrator*.

Covered Causes for Cancellation

Covered Causes for Cancellation mean Medical Covered Causes for Cancellation and Non-Medical Covered Causes for Cancellation, as described below.

Medical Covered Causes for Cancellation mean:

- death of an *Insured Person* or *Travelling Companion*
- sudden and unexpected sickness or accidental injury of an *Insured Person* or *Travelling Companion* if:
 - it did not result from a *Pre-Existing Condition* that was not *Stable* during the *Pre-Existing Condition Period* immediately preceding the beginning of the *Coverage Period*;
 - it prevents the *Insured Person* from starting the *Covered Trip*;

- a *Physician* certifies, in writing:
 - that:
 - he or she has advised the *Insured Person* or *Travelling Companion* to cancel the *Covered Trip*; or
 - the sickness or injury made it impossible for the *Insured Person* or *Travelling Companion* to start the *Covered Trip*; and
 - the medical reason for the decision; and
- the *Insured Person* or *Travelling Companion* provides the *Physician's* certification to the *Administrator* before the scheduled departure date;
- death of an *Immediate Family Member* of the *Insured Person*;
- sudden and unexpected sickness or accidental injury of an *Immediate Family Member* of the *Insured Person*; or
- the sudden and unexpected death or hospitalization of an *Insured Person's* host at the destination.

Non-Medical Covered Causes for Cancellation mean:

- an enforceable call of an *Insured Person* or *Travelling Companion* to jury duty or sudden and unexpected subpoena of an *Insured Person* or *Travelling Companion* to act as a witness in a court of law requiring the *Insured Person's* or *Travelling Companion's* presence in court during the *Covered Trip*;
 - a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government after the *Insured Person's* *Covered Trip* is booked, advising Canadians not to travel to a country, region or city originally ticketed for the *Covered Trip* for a period that includes an *Insured Person's* *Covered Trip*;
 - an employment transfer of the *Insured Person* by the employer with whom the *Insured Person* was employed on the date the *Insured Person* booked his or her *Covered Trip*, which transfer requires the relocation of the *Insured Person's* principal residence within **30** days before the *Insured Person's* scheduled *Covered Trip* departure date;
 - a delay causing an *Insured Person* to miss a connection for a *Common Carrier* or resulting in the interruption of an *Insured Person's* travel arrangements, and is limited to the following:
 - delay of an *Insured Person's* *Common Carrier* resulting from the mechanical failure of that carrier;
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report); or
 - weather conditions.
- Exclusion:** The outright cancellation of *Common Carrier* travel is not considered a delay.
- Limitation:** The benefit under this Covered Cause for Cancellation is the *Insured Person's* one-way economy fare via the most cost-effective route to the *Insured Person's* next destination;
- a natural disaster that renders an *Insured Person's* principal residence uninhabitable;
 - an *Insured Person* is quarantined in a situation where no Medical Covered Cause for Cancellation applies;
 - an *Insured Person* is hijacked; and
 - an enforceable call to service of an *Insured Person* or *Travelling Companion* who is a military, police or fire reservist.

Limitations and Exclusions

1. Pre-Existing Condition

- There is no coverage and no benefit will be payable for any *Pre-existing Condition* that was not *Stable* during the *Pre-Existing Condition Period* immediately preceding the *Coverage Period*.

2. Reasonably foreseeable conditions

- No benefit will be payable with respect to a sickness, accidental injury or quarantine of the *Insured Person* that was reasonably foreseeable when the Trip Cancellation *Coverage Period* began.

3. Cancellation penalties arising after Covered Cause for Cancellation

- Benefits will be limited to cancellation penalties in effect on the date the Covered Cause for Cancellation arises, so it is important to cancel the *Insured Person's* travel plans immediately.

4. Causes not covered

- No benefit will be payable with respect to cancellation of a *Covered Trip* for any reason other than those listed under Covered Causes for Cancellation.

5. Frequent flyer plan rewards units

- Under no circumstance will any benefit be payable in connection with the value of frequent flyer plan rewards units that have been lost or wasted.

SECTION 7 – WHAT YOUR INSURANCE COVERS - TRIP INTERRUPTION INSURANCE

We will pay a Trip Interruption Benefit with respect to an *Insured Person* if he or she is prevented from continuing a *Covered Trip* as a result of a Covered Cause for Interruption listed below that occurs during the Trip Interruption Coverage Period for the *Covered Trip*.

Trip Interruption Benefit means, subject to the Maximum Benefit Payable described in Section 1, Eligible Trip Interruption Expenses.

Eligible Trip Interruption Expenses means:

- if the *Insured Person* must terminate the *Covered Trip* as a result of the *Covered Cause for Interruption*, the lesser of:
 - the cost of a one-way economy airfare to the point of departure, if the *Administrator* approves this transportation in advance; or
 - the fee charged by the airline to change the *Insured Person's* date of return;
- if the *Insured Person* is delayed in reaching the next destination of his or her *Covered Trip* as a result of a Covered Cause for Interruption, payment of reasonable additional transportation costs that are:
 - required for the *Insured Person* to rejoin a tour group by the most direct route; and
 - approved in advance by the *Administrator*; and
- the portion of any unused land arrangements which were:
 - part of the *Insured Person's Covered Trip*;
 - paid prior to the *Insured Person's* date of departure; and
 - non-refundable on the date the Covered Cause of Interruption occurred.

Covered Causes for Interruption

Covered Causes for Interruption mean Medical Covered Causes for Interruption and Non-Medical Covered Causes for Interruption, as described below.

Medical Covered Causes for Interruption mean:

- death of an *Insured person*;
- accidental injury or sickness of an *Insured Person* if:
 - it does not result from a *Pre-Existing Condition* that was not *Stable* during the *Pre-Existing Condition Period* immediately preceding the beginning of the *Coverage Period*; and
 - in the opinion of the *Administrator*:
 - it requires immediate medical attention; and
 - either:
 - it prevents the *Insured Person* from continuing with the *Covered Trip*; or
 - the *Insured Person* will be delayed in reaching the next destination of his or her *Covered Trip*;
- death of an *Immediate Family Member* of the *Insured Person*;
- sudden and unexpected sickness or accidental injury of an *Immediate Family Member* which requires an overnight stay in a *Hospital*.

Non-Medical Covered Causes for Interruption mean:

- a written formal notice issued during the *Covered Trip* by the Department of Foreign Affairs and International Trade of the Canadian government, advising Canadians not

to travel to a country, region or city originally ticketed for the *Covered Trip* for a period that includes an *Insured Person's Covered Trip*;

- a delay causing an *Insured Person* to miss a connection for a *Common Carrier* or resulting in the interruption of an *Insured Person's* travel arrangements, and is limited to the following:
 - a delay of an *Insured Person's Common Carrier*, resulting from the mechanical failure of that carrier;
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report), or
 - weather conditions.

Exclusion: The outright cancellation of a flight is not considered as a delay.

Limitation: The benefit under this Covered Cause for Interruption is the *Insured Person's* one-way economy fare via the most cost-effective route to the *Insured Person's* next destination;

- a natural disaster that renders an *Insured Person's* principal residence uninhabitable;
- an *Insured Person's* quarantine or hijacking; and
- an enforceable call to service of an *Insured Person* who is a military, police or fire reservist.

Limitations and Exclusions

1. Pre-Existing Conditions

- There is no coverage and no benefit will be paid for any *Pre-Existing Condition* that was not *Stable* during the *Pre-Existing Condition Period* immediately preceding the beginning of the *Coverage Period*.

2. Reasonably foreseeable conditions

- No benefit will be payable with respect to a sickness or accidental injury of the *Insured Person* that was reasonably foreseeable when the *Insured Person* departed on the *Covered Trip*.

3. Interruption occurring outside the Coverage Period

- No benefit will be payable with respect to an interruption that occurs before the Trip Interruption Coverage Period begins or after it ends.

4. Sums that become non-refundable after the Covered Cause for Interruption occurs

- Only the sums that are non-refundable on the day the Covered Cause for Interruption occurs will be eligible for the purposes of this claim, so it's important to call the *Administrator* immediately to discuss alternate arrangements.

5. Causes not covered

- No benefit will be payable with respect to interruption of a *Covered Trip* for any reason other than those listed under Covered Causes for Interruption.

6. Frequent flyer plan rewards units

- Under no circumstance will any benefit be payable in connection with the value of frequent flyer plan rewards units that have been lost or wasted.

7. Unused Return Travel

- Under no circumstance will Trip Interruption Benefits include the cost of prepaid unused return travel.

SECTION 8 – LIMITATIONS AND EXCLUSIONS: WHAT YOUR INSURANCE DOES NOT COVER

Limitations and exclusions that apply to a particular benefit are found above, in the description of those benefits. In addition, for all benefits, this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

- *Pre-Existing Conditions*;
- reasonably foreseeable *Medical Conditions*;
- failure to report a Covered Cause for Trip Cancellation or Trip Interruption immediately;
- failure to obtain advance approval from the *Administrator* for certain expenses, including travel arrangements;

Please see the relevant benefit section for details. In addition:

1. No benefit will be payable in connection with losses related to or resulting from:

a. Pregnancy

- pregnancy or childbirth within 9 weeks of expected delivery date;
- any complication relating to pregnancy that occurs in the last 9 weeks leading up to the expected delivery date, or after the expected delivery date;
- any child born during the *Covered Trip* in question;

b. Intentionally inflicted injuries

- intentionally inflicted injuries, suicide or attempted suicide, while either sane or insane;

c. Alcohol or drug abuse

- abuse of medication or alcohol or use of illicit drugs;

d. Crime

- participation in a criminal offence;

e. Professional Sports or Racing

- participation in professional sports or any organized racing or speed contests;

f. War

- any act of war, whether declared or not, hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, or hijacking;

g. Mental Problems

- any mental, nervous or emotional problems;

h. Hazardous Activities

- recreational scuba diving (unless the *Insured Person* holds a basic scuba designation from a certified school or licensing body), mountaineering, bungee-jumping, parachuting, parasailing, cave exploration, hang-gliding, skydiving or any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;

i. Travel Advisories

- travel in a country if the Canadian government had issued a travel advisory for that country that was in effect immediately before the *Coverage Period* for the benefit in question began.

2. Dependent Child not travelling with You or Your Spouse

No benefit will be payable:

- with respect to a *Dependent Child* unless he or she is travelling
- with *You* or,
- if *Your Spouse* is an *Insured Person* under this *Certificate*, with *Your Spouse*.

SECTION 9 – WHAT TO DO IF YOU NEED TO CANCEL OR INTERRUPT A TRIP

Trip Cancellation

It is important to **call the Administrator immediately** at the 24 Hour Emergency Assistance number found in section 11, below.

The amount payable under Trip Cancellation coverage is limited to the cancellation penalties in effect on the date the Covered Cause for Cancellation occurs, so it's important to cancel the *Insured Person's* plans immediately but no later than within one day.

After the *Insured Person* has cancelled his or her travel arrangements with the travel supplier, the *Insured Person* will need to follow the instructions under Section 10 – How To Make A Claim.

Trip Interruption

The *Insured Person* must **call the Administrator immediately** at the 24 Hour Emergency Assistance number found in section 11, below. Some expenses are only covered if they're approved in advance by the *Administrator*. All transportation expenses must be pre-approved.

Only the expenses that are non-refundable on the day the Covered Cause for Interruption occurs are eligible for reimbursement, so contact the *Administrator* immediately but no later than within one day to discuss alternate travel arrangements.

SECTION 10 – HOW TO MAKE A CLAIM

Once the *Insured Person* has cancelled his or her travel arrangements with the travel agent or other travel supplier, call the *Administrator* at the Customer Service phone number in section 11 to obtain a claim form.

The *Insured Person* will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:

- original invoice, original tickets (including any unused coupons), original vouchers, and original itinerary;
- *Your Account* statement and any other documentation necessary to confirm that at least 75% of the costs of Eligible Expenses were charged to *Your Account* and/or using *Your Aeroplan points*;
- proof that cancellation or interruption resulted from a Covered Cause for Cancellation or from Covered Cause for Interruption, as applicable. This may include a medical certificate, *Physician's* written statement or death certificate, reports from police, *Common Carrier* or local authorities; and
- where the claim relates to a Medical Covered Cause for Interruption or a Medical Covered Cause for Cancellation, a signed "Release of Medical Information" authorization to allow *Us* to obtain any further information required to complete the claim review.

The *Insured Person* will also be required to provide evidence of his or her actual or planned departure date from his or her province or territory of residence.

SECTION 11 – HOW TO CONTACT OUR ADMINISTRATOR

24 Hour Emergency Assistance Number

To make arrangements with respect to Trip Interruption or Trip Cancellation, the *Insured Person* can call the *Administrator* twenty-four hours a day, seven days a week at:

From the U.S.A. or Canada **1-866-374-1129**

From elsewhere, call collect **(416) 977-4425**

Customer Service: Phone number

To enquire about these benefits, the *Insured Person* can call the *Administrator* at: **1-866-374-1129 or (416) 977-4425**

Monday – Saturday 8 a.m. – 8 p.m. Eastern Time

SECTION 12 – GENERAL CONDITIONS

Unless this *Certificate* or the Group Policy states otherwise, the following conditions apply to *Your* coverage:

Proof of Loss

The appropriate claims forms together with written proof of loss must be furnished as soon as reasonably possible, but in all events within one (1) year from the date on which the loss occurred.

Review and Medical Examination

When a claim is being processed, *We* will have the right and the opportunity, at *Our* own expense, to review all medical records related to the claim and to examine the *Insured Person* medically when and as often as may be reasonably required.

Subrogation

There may be circumstances where another person or entity should have paid *You* for a loss but instead *We* paid *You* for the loss. If this occurs, *You* agree to co-operate with *Us* so *We* may demand payment from the person or entity who should have paid *You* for the loss. This may include:

- transferring to *Us* the debt or obligation owing to *You* from the other person or entity;
- permitting *Us* to bring a lawsuit in *Your* name;
- if *You* receive funds from the other person or entity, *You* will hold it in trust for *Us*;

- acting so as not to prejudice any of *Our* rights to collect payment from the other person or entity.

We will pay the costs for the actions *We* take.

Other Insurance

All of *Our* policies are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. The total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. If an *Insured Person* is also insured under any other insurance *Certificate* or policy, *We* will coordinate payment of benefits with the other insurer.

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.

False Claim

If *You* or an *Insured Person* makes a claim knowing it to be false or fraudulent in any respect, neither *You* nor the *Insured Person* will be entitled to the benefits of this coverage, nor to the payment of any claim under the Group Policies.

Group Policies

All benefits under this *Certificate* are subject in every respect to the Group Policies which alone constitute the agreements under which benefits will be provided. The Group Policies are issued to The Toronto-Dominion Bank (the "Bank"). The principal provisions of the Group Policies affecting *Insured Persons* are summarized in this *Certificate*. The Group Policies are on file at the office of the *Bank*.

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