TD Canada Trust

TD U.S. Dollar Visa* Cardholder Agreement and Benefit Coverages Guide
This document contains important and useful information about your TD U.S. Dollar Visa Card. Please keep this document in a secure place for future reference. A copy of this document is also available online at tdcanadatrust.com for future reference.
This document includes:

- TD U.S. Dollar Visa Cardholder Agreement

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This Cardholder Agreement is between you and The Toronto-Dominion Bank (the Bank, we, us or our). It applies to the Card and the Account including when you use the Card or Account. When you sign, activate or use the Card or the Account, it means that you have received and read both this Cardholder Agreement and the Disclosure Statement that together form the Agreement between you and the Bank. We may send you changes or replacements for this Agreement from time to time. This Agreement replaces any previous Agreement between you and the Bank.

1. DEFINITIONS

What these key words mean in this Agreement:

Account means the credit card account we open and maintain for the Card.

Agreement means this Cardholder Agreement and the Disclosure Statement for the Account.

Authorized User means a person that we issue a Card to at the request of the Primary Cardholder.

Available Credit means the amount of credit that is available to you at any time on the Account. It is the positive difference between the Credit Limit and the Balance that is owed on the Account.

Balance means the total amount of all Transactions, fees, interest and other amounts charged to the Account under this Agreement, less any payments or other credits posted to your Account. All amounts will be charged to the Account in U.S. Dollars.

Balance Transfer means a Transaction where you request us to transfer any balance that is owed on another credit card account to the Account. The other credit card account cannot be an account with the Bank. A Balance Transfer is treated as a Cash Advance. We may offer you a promotional interest rate on a Balance Transfer, but if we do not, then the annual interest rate that applies on the Account for Cash Advances applies to that Balance Transfer. If you accept a promotional offer on a Balance Transfer, this Agreement will continue to apply to that Balance Transfer and any additional terms we set out in the promotional offer will also apply to that Balance Transfer.

Card means the credit card for the Account that we issue to you or any renewal or replacement of that credit card.

Cardholder means the Primary Cardholder and any Authorized User.

Cash Advance means a Transaction where you withdraw cash from the Account including through:

• any device such as an automated teller machine (ATM), phone, online or mobile device;
• our branches and at other financial institutions;
• a Balance Transfer;
• a TD Visa Cheque; or
• a Cash-Like Transaction.
Cash-Like Transaction means a Transaction to purchase items that are similar to and can be converted into cash. Cash-Like Transactions include casino gaming chips, money orders, wire transfers, travellers cheques and gaming transactions (including betting, off-track betting and race track wagers).

Disclosure Statement means the document that we provide to you with the Card that discloses information about the Card and the Account, additional to what is in the Cardholder Agreement, including interest rates and fees.

Payment Due Date means the date on which your payment is due as shown on the statement for the Account.

Primary Cardholder means the person who applied for a Card, whose name is on the Account and who a Card is issued to.

Purchase means any Transaction other than a Cash Advance.

TD Visa Cheque means a credit card cheque we may issue to you, with your consent, that you can use to: (i) pay for goods and services with your Card; or (ii) transfer any balance on another credit card account to this Account. The other credit card cannot be an account you have with the Bank. We may offer you a promotional interest rate on your TD Visa Cheque, but if we do not, then the annual interest rate that applies on the Account for Cash Advances applies to your TD Visa Cheque. If you accept a promotional offer on a TD Visa Cheque, this Agreement will continue to apply to that TD Visa Cheque and any additional terms we set out in the promotional offer will also apply to that TD Visa Cheque.

Transaction means any use of a Card or the Account to purchase goods or services or make any other charges to the Account including a Purchase or Cash Advance.

You or your means each Cardholder or an Authorized User.

2. USING THE ACCOUNT

You may use the Account for:

- Purchases;
- Cash Advances;
- Access to your other accounts at the Bank or our affiliates; and
- Any other purpose that we agree to.

The Primary Cardholder is responsible for and must pay us the Balance on the Account. If you want another Cardholder or any other person to repay you for any amount paid or owing on the Account, it is your responsibility, not the Bank’s, to make the appropriate arrangements with that Cardholder or other person.

You must not allow any person other than a Cardholder to use the Account. If a Cardholder lets someone else use the Account or a Card, you are still responsible for any use of the Account or a Card, even if a Cardholder wanted to limit that use.

We can let any Cardholder give us instructions for the Account without the approval of or notice to the other Cardholders. The Primary Cardholder can
request us to issue a Card to any person without notice to any other person. We may limit the number of Cards issued on the Account. When you pay for goods and services using your Card number without using your Card or entering your PIN (for example by mail, telephone, Internet, mobile or any other electronic method), we will treat that use the same as if you had shown your Card.

You may not use the Card before the valid from date or after the expiry date shown on the Card. However, if any amounts are charged to the Account before the valid from date or after the expiry date, the Primary Cardholder is responsible for, and must pay us those amounts.

We can stop providing TD Visa Cheques at any time. We can also refuse to process any TD Visa Cheque. We do not allow stop payments on TD Visa Cheques.

If you use the Card outside of Canada to withdraw cash from the Bank or with our affiliates, the withdrawal may be treated as a Cash Advance from the Account, rather than a cash withdrawal from your other account because of certain limitations in some countries.

You agree not to use the Card or the Account for anything illegal or fraudulent.

We may block use of the Card or the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account. This includes transactions relating to Internet gambling or where we have any other reasonable grounds to do so.

You agree you will use the Card or the Account for personal, family or household purposes and not for business purposes.

You should be aware that under U.S. Office of Foreign Asset Control (OFAC) regulations, customers who are U.S. Citizens are subject to regulations that limit the use of their Cards in certain jurisdictions sanctioned by OFAC, and that similar regulations may exist in other jurisdictions that apply to their citizens.

3. UNAUTHORIZED TRANSACTIONS

You are not responsible for unauthorized Transactions. A Transaction is considered an “unauthorized Transaction” if we complete an investigation and determine that:

- The Account was used by someone other than you;
- You did not receive any benefit from the Transaction;
- You co-operated fully with us in our investigation; and
- You followed your responsibilities under this Agreement, including in these sections:
  i. “Unauthorized Transactions”,
  ii. “Using the Account”
  iii. “Electronic Services; Use and Protection of a Card, PIN or Password”, and
  iv. “Lost or Stolen Cards”.

SEEN OVERLEAF
You are also not responsible for any Transactions made on the Account that occur after you promptly tell us that a Card has been lost or stolen because we will also consider them unauthorized Transactions. Even where such notice is not given, your liability for an Unauthorized Transaction made with a lost or stolen Card is limited to the sum of $50, provided you have complied with the terms of this Agreement.

4. CREDIT LIMIT AND OVERLIMIT

We set the maximum amount that you can charge to the Account (the Credit Limit).

The initial Credit Limit is on the Disclosure Statement. We may lower the Credit Limit at any time without telling you in advance. We will not increase the Credit Limit unless we first obtain the express consent of the Primary Cardholder to do so. We display the Available Credit on the statement. Your Available Credit may not be up to date at all times, including if a payment or other Transaction has not yet been processed or posted to the Account. Some merchants may pre-authorize the amount or estimated amount of a Purchase and that will reduce the Available Credit.

We can allow any Transaction or the Balance to exceed the Credit Limit without telling you first, but we are not required to do so even if we have done so before.

If we allow any Transaction or the Balance to exceed the Credit Limit, the Primary Cardholder is responsible for, and must pay, the amount that exceeds the Credit Limit on or before the Payment Due Date.

The Primary Cardholder must pay the Balance owing on the Account, whether or not it exceeds the Credit Limit.

5. MINIMUM PAYMENT

You must pay at least the Minimum Payment shown on your statement on or before each Payment Due Date. We calculate the minimum payment as described in the Disclosure Statement.

6. PAYMENT DUE DATE

The Payment Due Date is shown on your statement. It is always at least 21 days from your Statement Date. This time period may extend depending on your payment activity. For example, if we do not receive payment of the Balance shown on your statement on or before the Payment Due Date, the Payment Due Date on your next statement will be 25 days after your Statement Date. Any interest still applies during this period. When we receive payment in full of your Balance on or before the Payment Due Date, the number of days between the Statement Date and the Payment Due Date on your next statement will revert back to your standard Grace Period (the Grace Period is defined below). If the Payment Due Date falls on a Saturday, Sunday or holiday in Canada, we will extend the Payment Due Date to the following business day. Any interest still applies during this period.
7. GRACE PERIOD AND INTEREST

Grace Period
The grace period starts on the day after your Statement Date and ends on your Payment Due Date (“Grace Period”). You have a Grace Period of at least 21 days to make your payment.

Interest-Free Grace Period
We will not charge interest on Purchases that appear on your statement as long as we receive payment of the Balance shown on your statement on or before your Payment Due Date. If you pay an amount that is less than your Balance shown on your statement, then we will charge interest on the average daily balance of all Purchases starting from their transaction date until your balance is paid in full.

This interest-free Grace Period does not apply to Cash Advances. We charge interest on Cash Advances as described in the “Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques” section.

How We Calculate and Charge Interest
Interest is calculated at the applicable annual interest rate(s), as initially shown in the Disclosure Statement.

If interest applies, we calculate interest as follows:

- add the amount you owe each day in each Transaction category (for example, the amount of Purchases or Cash Advances) and divide that total by the number of days in your statement period (usually 30 or 31). This is your average daily balance for the amount you owe in each Transaction category (the “Average Daily Balance”).

- multiply the Average Daily Balance by the daily interest rate(s) that applies (the daily interest rate(s) is equal to the annual interest rate(s) divided by 365 (or 366 in a leap year)); then multiply the result by the number of days in your statement period.

The total is the amount of interest we charge on each statement on the last day of your statement period.

If different daily interest rate(s) apply to the Average Daily Balance, we use the different daily interest rate(s) in our calculation (for example, a promotional interest rate Balance Transfer will use a different daily interest rate than your regular Purchases).

If interest is charged, we charge it on any amount you owe from the transaction date until that amount has been paid in full.

We do not charge interest on interest.

If we do not receive the Minimum Payment within 30 days from the Payment Due Date shown on your statement then:

a) The annual interest rate(s) that applies to the Account will go up 5%; and
b) You will lose the benefit of any lower rate promotional offer on the Account (including any offer made but not yet accepted by you).

The increased rate(s) will apply starting on the first day of your next statement period after the 30 day period from the missed payment. You will continue to pay these higher interest rate(s) until you have paid the Minimum Payment on or before the Payment Due Date shown on your statement for twelve consecutive statements and then, your regular annual interest rate(s) will apply starting on the first day of your next statement period after those twelve consecutive statements.

Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques

We always charge interest on Cash Advances from the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from the Account through a Balance Transfer, obtain a Cash-Like Transaction or use a TD Visa Cheque, we treat that Transaction as a Cash Advance. If you are uncertain whether a Transaction will be treated as a Cash Advance, please call us at 1-800-983-8472 or collect at (416) 307-7722.

8. FOREIGN CURRENCY TRANSACTIONS

If you use the Account to make Purchases or obtain Cash Advances in a currency other than U.S. Dollars, the foreign currency (including Canadian dollars) will be converted to U.S. dollars before it is recorded in the Account. Credits to the Account involving a foreign currency will also be converted from the foreign currency to U.S. Dollars.

For debit Transactions, currency will be converted by applying a rate established by VISA plus a fixed percentage as shown in the Disclosure Statement. For credit Transactions, currency will be converted by applying a rate established by VISA minus a fixed percentage as shown in the Disclosure Statement. As a result, for credit Transactions made in respect of prior, related debit Transactions, the U.S. Dollar amount credited to the Account will in most cases be less than the U.S. Dollar amount that was originally debited to the Account. The rate that is used will be the rate on the date that a Transaction is recorded in the Account and may be different from the rate in effect on the date of the Transaction.

When we convert a Transaction, in some cases it will appear on your statement displaying only the first five decimal places after the decimal point, even though we used the more detailed calculation above.

9. STATEMENTS

We provide a statement if there is any activity on the Account during the last month or there is any outstanding Balance. However, if during any three-month period, there is an outstanding credit Balance on the Account
that is less than $10 and there has been no activity on the Account during that three-month period, we may provide a statement only at the end of that three-month period. We do not always provide statements on the same date in each month, therefore the Payment Due Date on your statement may not always be the same.

You must immediately review each statement and tell us about any errors. We will investigate errors that you tell us about within 30 days of the statement date.

If you do not tell us about errors within 30 days of the statement date, we will consider the statement, every item on it and our records to be correct (except for any amount that has been credited to the Account in error). This means that you may not make any claim against us after that 30-day period.

10. HOW WE COMMUNICATE WITH YOU

We will send statements and other communications by ordinary mail to the address in our records for the Primary Cardholder. With the Primary Cardholder’s consent, and if we agree to do so, we may also send statements and other communications by another method, including electronically. We may also send copies of the statements and other communications to an Authorized User if requested to do so or required by law. The Primary Cardholder and each Authorized User agrees that we can share the statement, any information on the statement or other communications or information about the Account with any Cardholder without telling the other Cardholders. We consider communication to the Primary Cardholder as communication to all Cardholders.

You must tell us immediately about any address change or other information to keep our records current. We are not responsible if the Primary Cardholder does not receive a statement or other communication if we send it to the address or other contact information we have in our records. For our mutual protection, we may record telephone calls that relate to the Account.

If there is fraud or potential fraud on the Account, we may send you communications by telephone, mail, email, SMS text message or any other electronic communication method.

11. LOST OR STOLEN CARDS

You must tell us immediately by telephone or in writing if you know or suspect that a Card is lost or stolen, or if you know or suspect that your Card or the Account is being used without your authority. Our toll free number is 1-800-983-8472, or collect at (416) 307-7722. Once you have told us that your Card or Account is lost, stolen or used without your authority, we will be able to prevent use of that Card and the Account number.
12. MAKING PAYMENTS

We must receive payment on or before each Payment Due Date shown on the statement. Payments to the Account can be made at any time. Payments made by mail or at the branch, ATM or online banking service of another financial institution may take several days to reach us. You are responsible to make sure that your payment is received by us on or before the Payment Due Date. If a payment is made during our normal business hours we treat it as made on the same day, otherwise we will treat the payment as received by us on the next business day.

13. HOW WE APPLY PAYMENTS

We will apply payments on the Account first towards your Minimum Payment in the following order:

1) first to any interest that appears on your statement;
2) second to any fees that appear on your statement;
3) third to any Transactions that appear on your statement, including any amount that exceeds your Credit Limit or any past due amounts;
4) fourth to any fees and other Transactions that do not yet appear on your statement

In any of the above categories 1 to 4, the amounts with the lowest interest rate(s) are paid first before those with higher interest rate(s).

If you pay more than your Minimum Payment, once we have applied the payment to the Minimum Payment, we will then apply any excess amount to the remaining Balance on your statement, as follows:

i. All items that have the same interest rate(s) will be placed into the same category. For example, if your Balance is made up of Purchases and promotional Balance Transfers, then all items at your regular interest rate for Purchases are placed in one category and all promotional Balance Transfers are placed in a different category because of the different interest rates that applies to each of them.

ii. We will then apply the excess payment to the different interest rate(s) categories in section (i) above, in the percentage (%) the amount in each category represents to the remaining Balance. For example, if the amount of your Purchase category represents 70% of your remaining Balance and the amount of your promotional Balance Transfer category represents 30% of your remaining Balance, we apply 70% of your excess payment towards the amount of the Purchase category and 30% of your excess payment towards the amount of your promotional Balance Transfer category.

If you pay more than your Balance on your statement, we apply the excess amount of your payment to Transactions that have not yet appeared on your statement, in the same way as we have described above for payments to the remaining Balance.
We can apply late or partial payments that we receive without losing any rights we have under the Agreement or by law, to collect all amounts that are owed to us on the Account.

14. OUR RIGHTS IF YOU DO NOT FOLLOW THIS AGREEMENT

If you do not make the minimum payment on or before the Payment Due Date on your statement, or otherwise do not follow this Agreement, or if anything occurs which causes us to believe that you will be unable to make a payment or otherwise not be able to follow this Agreement:

a) we may require you to pay the entire Balance on the Account immediately, plus interest on that Balance at the annual interest rate(s) on the Account at that time. With respect to this right to require you to pay the entire Balance, please see below the Additional Important Information for Quebec Customers;

b) we may, without notice, deduct money from any other account that you have with us or any of our affiliates which would include any member of the TD Bank Group, and use it to pay the amount that is owing to us.

15. PAYMENTS AND CREDITS

If we owe you any amount on the Account (a “credit Balance”) we will not pay you interest on that credit Balance. A credit Balance will not be insured as a deposit. A credit Balance on the Account will not increase your Available Credit or Credit Limit.

We are not responsible if you cannot access funds from the Account or a credit Balance. You must not deposit a cheque or other item to the Account to obtain a Cash Advance or otherwise use the Account if you have any reason to believe that the cheque or other item will not clear.

16. OWNERSHIP OF CARD

The Card is our property. We can cancel or take the Card back or require you to return the Card to us at any time.

17. RESPONSIBILITY FOR SERVICES

If you have any problems with Purchases on the Account, you must settle them directly with the merchant. You must still pay us the full amount of the Purchase, even if you have a dispute with the merchant.

If a merchant gives you a refund and we receive a credit voucher from the merchant, we will credit the Account with that refund. But, if interest is charged on a Transaction that you are disputing with the merchant, we will not refund the interest charged. We do not treat credits from merchants as payments.

We are not responsible for benefits, services and coverages that other companies provide for the Account. You must pay us any amount charged to the Account for these benefits, services and coverages. These benefits, services and coverages have their own terms set by the companies providing them. You must settle any disputes directly with those companies.
If we credit the Account, you agree that your rights and claims are assigned to us and you will cooperate with us and sign any documents to evidence that assignment before we credit the Account. However, we do not have to credit the Account and if we do credit the Account, it does not mean we will credit the Account in the future.

18. ELECTRONIC SERVICES – USE AND PROTECTION OF A CARD, PIN OR PASSWORD

This section applies when you use a Card or the Account including if we allow you to access or use the Card or the Account with a personal identification code such as a Personal Identification Number (PIN) or Connect ID, password, pass code or identification code or other credentials (all together the Password), through a terminal, including one that accepts contactless payment cards, or other machine such as an ATM, telephone, the Internet, or other electronic service including a mobile device.

a) For access to or use of the Account through EasyLine® telephone banking, EasyWeb® Internet banking, mobile banking or to make electronic bill payments - the Bank’s Financial Services Terms applies if the Cardholder has signed a Financial Services Agreement, or the Cardholder and Electronic Financial Services Agreement applies if the Cardholder has not signed a Financial Services Agreement.

b) Care and control of the Card, PIN and Password — You are responsible for the care and control of the Card, PIN and Password. You must maintain them safely at all times. This includes that you must:

• keep possession of the Card;
• keep your PIN and Password separate from the Card;
• keep your PIN and Password strictly confidential;
• take all reasonable precautions to make sure that no one finds out your PIN or Password, including while you key in your PIN or Password at an ATM or other machine or mobile device;
• avoid PIN or Password combinations that may be easily guessed by others, such as birthdays, phone numbers, age, social insurance number, etc.;
• make sure that each PIN or Password is unique; and
• contact us immediately if your Card is lost or stolen or your PIN or Password becomes known to any other person other than you.

c) Your responsibility for use of the Card, PIN and Password — You are responsible for all authorized activity or other Transactions resulting from use of the Card or PIN or Password by any person, including any entry error or fraudulent or worthless deposit at an ATM or other machine or device. When you promptly tell us that your PIN, Password or Card is lost or stolen or may have become known to an unauthorized person, we will block the use of the Card, PIN or device, to prevent use of your Account number. See the “Unauthorized Transactions” section for your responsibility for unauthorized Transactions.
d) Account activity — Our records are the final proof of use of a Card or the Account, including electronic services. They are evidence of your written request to perform a Transaction. Even if you are provided with a Transaction receipt or other confirmation, through an ATM or other machine or device, the following still applies to all Transactions or other activity on the Account:

- our acceptance, count and verification of Transactions or deposits is deemed correct and binding unless there is an obvious error; and
- Transactions or other activity on the Account through an ATM or other machine or device may be credited or debited by us to the Account on a date determined by us. This date may be different than the date on which you used the ATM, or other machine or device.

e) Verified by Visa — You must register for and use the Verified by Visa program in order to access or use the Account for Internet transactions with merchants participating in the Verified by Visa program. The Verified by Visa Cardholder Terms of Services applies when you access or use the Account for the Verified by Visa program.

19. LIMITS ON OUR DAMAGES

We are not responsible for any damages (including special, indirect or consequential damages) from:

- any failure, error, malfunction or inaccessibility of any Card, ATM, terminal or other machine or equipment including a mobile device, or
- if, for any reason your Card is not accepted, or you cannot use the Account for any reason, even if we knew that damage was likely or the damage was a result of our negligence or the negligence of our employees, agents or representatives.

20. PRE-AUTHORIZED PAYMENTS

The Primary Cardholder is responsible for all pre-authorized payments (PAPs) charged to the Account. This includes PAPs charged to the Account before the Agreement is cancelled or after the Agreement ends, or charges by any Authorized User, or those that are made after an Authorized User Card has been cancelled, unless the merchant receives a written request from you to cancel the PAP before the PAP is charged to the Account.

You must contact a merchant in writing if you want to cancel any PAP and then check the statement to confirm the PAP was cancelled. If the PAP was not cancelled, we may be able to assist you if you provide us with a copy of the written cancellation request you sent to the merchant. You must provide merchants with adequate, correct and up-to-date information for any PAPs, including if your Card number or Card expiry date changes. However, if you have a PAP with a merchant and your Card number or Card expiry date changes, you agree that we may, but we are not required to, provide that merchant with your new Card number or Card expiry date including by using the updating service provided to us through your Card’s payment card.
network. We are not responsible if any PAPs cannot be posted to the Account. You must settle any dispute or liability you may have for the Transactions relating to those PAPs directly with the merchant involved.

21. CANCELLING AUTHORIZED USER CARDS

We may cancel an Authorized User Card, or limit access to the Account by an Authorized User Card at any time without telling you in advance. The Primary Cardholder can also tell us to cancel any Authorized User Card. The Primary Cardholder must obtain and destroy the Authorized User Card or confirm that the Authorized User Card is in the Primary Cardholder’s possession. An Authorized User may also instruct us to cancel their own Authorized User Card.

The Primary Cardholder is still responsible to pay us for any amounts owing on the Account for Transactions by an Authorized User even if an Authorized User Card is cancelled or if the Primary Cardholder is unable to cancel, obtain or destroy the Authorized User Card.

22. CHANGES TO THIS AGREEMENT AND THE ACCOUNT

(a) Rate and Fee Changes

Your regular annual fee, annual interest rate(s), fees and other charges for the Account are shown on the initial Disclosure Statement. If we introduce or increase your annual fee, annual interest rate(s), fees or any other charges for the Account, we will provide you with a 30-day prior notice.

(b) All Other Changes

We may make changes to this Agreement from time to time, including making changes to (the “Certificates”), specifically as follows:

i. Changing the use, benefits, services and coverages for the Account;
ii. Changing the Credit Limit section of the Agreement;
iii. Changing the Minimum Payment section of the Agreement;
iv. Changing the Payment Due Date section of the Agreement;
v. Changing the Grace Period and Interest section of the Agreement;
vi. Changing the interest and/or payment calculation method we use for the Account;

vii. Changing the Unauthorized Transactions section of the Agreement;
viii. Changing the Foreign Currency Transactions section of the Agreement;
ix. Changing the Electronic Services — Use and Protection of a Card, PIN or Password section of the Agreement;
x. Changing the Pre-Authorized Payments section of the Agreement;
xii. Changing the Cancelling Authorized User Cards section of the Agreement;
xiii. Changing the取消ing Authorized User Cards section of the Agreement;
xiv. Changing our methods of communicating with you;
xv. Changing any required disclosure information;
xv. Changing how we apply payments to the Account;
xvi. Changing our rights and responsibilities under the Agreement;
xvii. Changing our rights and responsibilities for any benefits, services and coverages for the Account;
xviii. Changing the use, benefits, services and coverages of the Certificates.

(c) Advance Notice of Changes

Each of the changes set out above in subsection (b) All Other Changes is referred to in this Agreement individually as a “Change” and collectively as the “Changes”.

If we make a Change, we will provide you with advance written notice of at least thirty (30) days before the Change comes into effect (the Notice”). The Notice will be clear and legible and will:

i. Only set out the new clause or the amended clause as well as the clause as it read formerly;
ii. Provide the date when the Change comes into effect; and
iii. State that if you do not wish to accept the Change, you may cancel the Agreement without any cost, penalty or cancellation indemnity to you, where the Change would result in an increase in your obligations or a reduction in our obligations.

You may refuse the Change and cancel the Agreement by informing us no later than 30 days after the Change comes into effect. If you do this, you are still required to pay any Balance owing on the Account at the time of cancellation but such Balance owing will not include any changes, charges or fees that were applied as a result of the Change. This subsection (c) Advance Notice of Changes does not apply to subsection (a) Rate and Fee Changes above.

We are not required to provide you with advance written notice of any termination of the Agreement, the Account or the Program where such termination is due to your abuse of or non-compliance with this Agreement or the Program, your misrepresentation of any information provided to us, or if you conduct yourself in a manner detrimental to us or the interests of the Account, the Agreement or the Program.

23. TRANSFER OF RIGHTS

We may transfer, sell or otherwise assign all of our rights under this Agreement. If we do so, we may disclose information about you and the Account to anyone to whom we assign our rights.

24. ENDING THIS AGREEMENT

We may end this Agreement, close the Account or limit your right to access the Account at any time without telling you in advance. The Primary Cardholder may also end this Agreement by telling us.

Even if this Agreement is cancelled, the Primary Cardholder is still responsible to pay all amounts owing on the Account.

When the Agreement ends, benefits, services and coverages will automatically end, or we can cancel or change them at our discretion.
25. LIABILITY
The Primary Cardholder will be responsible for payment of all amounts owed to us under this Agreement, including Transactions made by an Authorized User.

26. HEADINGS
The headings to each section of this Agreement are added for convenience and do not change the meaning of any sections of this Agreement.

27. ENFORCEABILITY
If it is found by a court that any portion of this Agreement is invalid or cannot be enforced, the remainder of the Agreement will remain valid.

28. LANGUAGE:
It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s’y rattachant directement ou indirectement soient rédigés en anglais.

29. PRIVACY AGREEMENT:
In this Privacy Agreement, the words “you” and “your” mean any person, or that person’s authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words “we”, “us” and “our” mean TD Bank Group (“TD”). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word “Information” means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION – At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us;
- your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
persons authorized to act on your behalf under a Power of Attorney or other legal authority
your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
records that reflect your dealings with and through us
You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.
We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

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

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

with your consent
in response to a court order, search warrant or other demand or request, which we believe to be valid
to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
to suppliers, agents and other organizations that perform services for you or for us, or on our behalf to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
to any Authorized User or Additional Cardholder for whom you request a Card
on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased,
except in Quebec where the liquidator is entitled to all account
information up to and after the date of death
• when we buy a business or sell all or part of our business or when
considering those transactions
• to help us collect a debt or enforce an obligation owed to us by you
• where permitted by law.

SHARING INFORMATION WITHIN TD — Within TD we may share
Information world-wide, other than health-related Information, for the
following purposes:
• to manage your total relationship within TD, including servicing
your accounts and maintaining consistent Information about you
• to manage and assess our risks and operations, including to collect
a debt owed to us by you
• to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

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

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

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

Credit Reporting Agencies and Other Lenders — For a credit
card, line of credit, loan, mortgage or other credit facility,
merchant services, or a deposit account with overdraft
protection, hold and/or withdrawal or transaction limits,
we will exchange Information and reports about you with
credit reporting agencies and other lenders at the time of
and during the application process, and on an ongoing
basis to review and verify your creditworthiness, establish
credit and hold limits, help us collect a debt or enforce an
obligation owed to us by you, and/or manage and assess
our risks. You may choose not to have us conduct a credit check in
order to assess an application for credit. Once you have such a facility or
product with us and for a reasonable period of time afterwards, we may
from time to time disclose your Information to other lenders and credit
reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca.

Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

**Fraud** — In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

**Insurance** — This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.
We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** — We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

Telephone and Internet discussions — When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

**MORE INFORMATION**

This Privacy Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Privacy Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.
You acknowledge that we may amend this Privacy Agreement and our Privacy Code from time to time. We will post the revised Privacy Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Privacy Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

30. ADDITIONAL IMPORTANT INFORMATION FOR QUEBEC CUSTOMERS

This box contains information required under the Quebec Consumer Protection Act (the “Act”). For any questions pertaining to the sections included in this box, you can communicate, when necessary, with the Office de la protection du consommateur.

For ease of reference, some of the words used in this Agreement correspond to certain terms used in the Quebec Consumer Protection Act (the “Act”), as set out below.

<table>
<thead>
<tr>
<th>Term used in this Agreement</th>
<th>Corresponding meaning used in the Act</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit limit</td>
<td>The amount up to which credit is extended</td>
</tr>
<tr>
<td>Annual interest rate</td>
<td>Annual credit rate</td>
</tr>
<tr>
<td>Interest charges</td>
<td>Credit charges</td>
</tr>
<tr>
<td>Grace period</td>
<td>The time during which the consumer may discharge his/her obligation without being compelled to pay credit charges</td>
</tr>
<tr>
<td>Annual Fees</td>
<td>Membership or renewal fees</td>
</tr>
<tr>
<td>The Toronto-Dominion Bank</td>
<td>Merchant*</td>
</tr>
<tr>
<td>You</td>
<td>Consumer</td>
</tr>
</tbody>
</table>

Please note that this Agreement is a Contract Extending Variable Credit (Consumer Protection Act s. 125). Also, the Minimum Payment is the minimum payment required for each period.

*For greater clarity, the term “merchant” refers to The Toronto-Dominion Bank in the required clauses set out below.

Payment Upon Default

The Agreement in Section 14 provides the following rights in a situation of default:

(continued on page 20)
ADDITIONAL IMPORTANT INFORMATION FOR QUEBEC CUSTOMERS (continued from page 19)

“If you do not make the minimum payment on or before the Payment Due Date on your statement, or otherwise do not follow this Agreement, or if anything occurs which causes us to believe that you will be unable to make a payment or otherwise not be able to follow this Agreement.

a) We may require you to pay the entire Balance on the Account immediately, plus interest on that Balance at the annual interest rate(s) on the Account at that time. (. . .).”

In the context of this section, you should be informed of the following:

“Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account. Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(a) either remedy the fact that he is in default;
(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer’s interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.”

Other Required Clause under the Consumer Protection Act

“Clause required under the Consumer Protection Act.

(Contract extending variable credit for the use of a credit card)

For the purposes of this contract, the sole fact that the card has been issued replaces the merchant’s signature and the sole use of the card by the consumer replaces the consumer’s signature.

In the event of loss or theft of a credit card, the consumer incurs no liability for a debt resulting from the use of such card by a third person after the issuer of the card has been notified of the loss or theft by telephone, telegraph, notice in writing or by any other means. Even where such notice is not given, the liability of the consumer whose credit card has been lost or stolen is limited to the sum of $50.

At the end of each period, the merchant, if he has a claim with regard to a consumer, must furnish the latter with a statement of account mailed at least 21 days before the date on which he may exact credit charges if the consumer does not discharge his entire

(continued on page 21)
obligation; credit charges for advances of money may start as of the date of the advance up until the date of payment.

The consumer may require the merchant to forward him, without charge, a copy of the vouchers for each of the transactions described in the statement of account.

Until the consumer receives a statement of account at his address, the merchant must not exact credit charges on the unpaid balance, except on advances of money.

It is in the consumer’s interest to refer to sections 29, 123, 124, 126 and 127 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.”

31. IF YOU HAVE A PROBLEM OR CONCERN

If you have a problem or concern you may call us toll free at 1-866-222-3456, email** us at customer.service@td.com, or visit us at any branch. For a more detailed overview of our complaint process visit us at www.td.com

Financial Consumer Agency of Canada — If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the Financial Consumer Agency of Canada (FCAC) in writing at 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. The FCAC will determine whether we are in compliance. It will not, however, resolve individual consumer complaints.

**For your protection, do not send confidential or personal information (such as your Account number) via email, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please phone us.

AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

Provided by:
TD Home and Auto Insurance Company
320 Front Street West, 3rd Floor
Toronto, ON M5V 3B6

The coverage Certificate below applies to the TD U.S. Dollar Visa Card which will be referred to as a “TD Credit Card” throughout the Certificate.

This Certificate contains a clause which may limit the amount payable.
Please note that in Alberta and British Columbia, Statutory Conditions are deemed to be part of every contract that include insurance against loss or damage to property and said Statutory Conditions are included in the Policy.

Coverage Certificate

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

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

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

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

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

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

ACCOUNT means the account which TD maintains for the TD Credit Card.
ADMINISTRATOR means the service provider arranged by the Company to provide claims payment and administrative services under the Policy.
AUTHORIZED USER means a person to whom a TD Credit Card has been issued at the authorization of the Primary Cardholder.
CAR SHARING means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

CARDHOLDER means the Primary Cardholder and any Authorized User in accordance with the Cardholder Agreement.

INSURED PERSON means: 1) You the Cardholder, who presents himself (herself) in person at the Rental Agency, signs the rental contract, declines the Rental Agency’s CDW or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy. 2) Any other person who drives the same rental vehicle with Your permission whether or not such person has been listed on the rental vehicle contract or has been identified to the Rental Agency at the time of making the rental, however, You and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.
Important: Check with Your personal automobile insurer and the Rental Agency to ensure that You and all other drivers have adequate third party liability, personal injury and damage to property coverage. This policy only covers loss or damage to the rental vehicle as stipulated herein.

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

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

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

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

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

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

A. Collision/Loss Damage Insurance at a Glance

• Only the Cardholder may rent a vehicle and decline the Rental Agency’s collision damage waiver (CDW) or an equivalent coverage offering. This coverage applies only to the Insured Person’s personal and business use of the rental vehicle.

• Your TD Credit Card must be in good standing.

• You must initiate and complete the entire rental transaction with the same TD U.S. Dollar Visa Card.

• The full cost of the rental must be charged to Your TD Credit Card to activate coverage.

• Coverage is limited to one rental vehicle at a time, i.e. if during the same period there is more than one vehicle rented by the Cardholder, only the first rental will be eligible for these benefits.

• The length of time You rent the same vehicle or vehicles must not exceed forty-eight (48) consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds forty-eight (48) consecutive days, coverage
will not be provided from the first day onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.

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

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

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

B. Collision/Loss Damage Covers

CLD Insurance is primary insurance (except for losses that may be waived or assumed by the Rental Agency or their insurer, and in such circumstances where local government insurance legislation states otherwise) which pays the amount for which You are liable to the Rental Agency up to the actual cash value of the damaged or stolen rental vehicle as well as valid Loss of Use charges resulting from damage or theft occurring while You are the renter of the rental vehicle.
The length of time You rent the same vehicle or vehicles must not exceed forty-eight (48) consecutive days. If You rent the same vehicle or vehicles for more than forty-eight (48) consecutive days, no coverage is provided for any part of your rental period.

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

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

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

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

*Insured Persons* as defined provided that:

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

D. Coverage Activation

For coverage to be in effect, You must:

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

E. Coverage Termination

There is NO Coverage when:

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

F. Where Coverage is Available

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Section B, Part 7 (a) (b) or (c) above).
(See the section on “Helpful Hints” for tips on locations where use of this coverage may be challenged and what to do when a Rental Agency makes the rental or return of a vehicle difficult.)

G. Types of Vehicles Covered

The types of rental vehicles covered include:

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

The following vehicles are NOT covered:

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

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

IN THE EVENT OF AN ACCIDENT/THEFT

- Within forty-eight (48) hours, call the Administrator toll-free 1-800-880-6497 if You are in Canada or the
United States or call collect (416) 977-3772. The Administrator’s representative will answer Your questions and send You a claim form.

- Decide with the rental agent which one of You will make the claim.

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

- **If You will be making the claim,** You must call the claims Administrator within forty-eight (48) hours of the damage/theft having occurred. Your claim must be submitted with as much documentation, requested below, as possible within forty-five (45) days of discovering the loss/damage. You will need to provide all documentation within ninety (90) days of the date of damage or theft to the claims Administrator.

  - The following claim documentation is required:
    - the claim form, completed and signed
    - Your sales draft showing that the rental was paid in full with the TD Credit Card
    - the original copy of the vehicle rental agreement
    - accident or damage report, if available
    - the itemized repair bill, or if not available, a copy of the estimate
    - receipt for paid repairs
    - police report, when available
    - copy of Your billing or pre-billing statement if any repair charges were billed to Your account

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

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

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

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

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

H. Legal Action Limitation Period

Every action or proceeding against 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 (for actions or proceedings governed by the laws of Alberta or British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

Helpful Hints

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

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

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

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

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

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

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

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

COMMON CARRIER
TRAVEL ACCIDENT INSURANCE

Provided by:
Allianz Global Risks US Insurance Company (Canadian Branch)
130 Adelaide Street West, Suite 1600
Toronto, Ontario  M5H 3P5

The Coverage Certificate below applies to the TD U.S Dollar Visa Card which will be referred to as a “TD Credit Card Account” throughout the Certificate:

Coverage Certificate

Allianz Global Risks US Insurance Company (Canadian Branch) (“Allianz”) certifies as follows that You are eligible to be an Insured Person under Policy #FC310037 (the “Policy”) underwritten by us and issued to The Toronto-Dominion Bank. This Insurance is administered by Allianz Global Assistance through the Operations Centre. You, or a person making a claim under this Certificate may request a copy of the Policy by writing to the administrator; Allianz Global Assistance P.O. Box 277, Waterloo, Ontario  N2J 4A4

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

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

Section 1 – Definitions

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

ACCOUNT means Your TD Credit Card Account accessed using Your TD Credit Card or TD Visa Cheque.
ACCOUNT HOLDER means the Primary Cardholder to whom the monthly Account statement is sent, and who is a resident of Canada and any Authorized User who is a resident of Canada. The Account Holder may be referred to herein using “you” and “your”.

AUTHORIZED USER means a person to whom a TD Credit Card has been issued at the authorization of the Primary Cardholder.

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

COMMON CARRIER means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. Should a Common Carrier be delayed or rerouted, such that the carrier is required to arrange alternate transportation for its passengers, the definition of Common Carrier will extend to whatever conveyance is used for this purpose. Such alternate transportation need not be charged to your Account for coverage to be in effect. Common Carrier is extended to include any Airline having a Charter Air Carrier’s License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with Scheduled Airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet Aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a Common Carrier.

COVERED TRIP means travel on a Common Carrier, when the full cost of the passenger fare for such transportation has been charged to an Insured Person’s Account.

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

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

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

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

PRIMARY CARDHOLDER means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued.
PERMANENT TOTAL DISABILITY means that the Accidental Bodily Injuries sustained in a covered accident solely and directly:

1) prevent the Insured Person from performing all the substantial and material duties of the Insured Person's occupation; and

2) causes a condition which is medically determined, by a physician approved by Allianz, to be of continuous and indefinite duration; and

3) require the continuous care of a physician, unless the Insured Person has reached his/her maximum point of recovery; and

4) prevent the Insured Person from engaging in any gainful occupation for which the Insured Person is qualified, or could be qualified, by reason of education, training, experience, or skill.

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

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

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

Section 2 – Common Carrier Accident Coverage

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

1) riding as a passenger in or entering or exiting any Common Carrier; or

2) at the airport, terminal or station, at the beginning or end of the Covered Trip.

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

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

1) immediately preceding the departure of the scheduled Common Carrier conveyance on which the Insured Person has purchased passage; and

2) immediately following the arrival of the scheduled Common Carrier conveyance on which the Insured Person was a passenger.

Section 3 – Schedule of Benefits and Important Conditions

If an Insured Person has multiple Losses as the result of one accident, only the single largest benefit amount applicable to the Loss suffered is payable.
The following benefits are provided if the Loss occurs as a result of an accident within one year from the date of the accident:

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

<table>
<thead>
<tr>
<th>Accidental Loss of</th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life</td>
<td>$500,000</td>
</tr>
<tr>
<td>Speech and Hearing</td>
<td>$500,000</td>
</tr>
<tr>
<td>Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, a Foot or Sight of One Eye</td>
<td>$500,000</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>$375,000</td>
</tr>
<tr>
<td>One Hand or One Foot or Sight of One Eye</td>
<td>$375,000</td>
</tr>
<tr>
<td>Speech or Hearing</td>
<td>$375,000</td>
</tr>
<tr>
<td>Thumb and Index Finger of the same Hand</td>
<td>$375,000</td>
</tr>
</tbody>
</table>

**Paralysis**

<table>
<thead>
<tr>
<th></th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quadriplegia (complete paralysis of both upper and lower limbs)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Paraplegia (complete paralysis of both lower limbs)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Hemiplegia (complete paralysis of upper and lower limbs of one side of body)</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

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

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

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

### B. Permanent Total Disability and Coma Benefits

<table>
<thead>
<tr>
<th>Loss</th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Total Disability</td>
<td>$500,000</td>
</tr>
<tr>
<td>Coma</td>
<td>$500,000</td>
</tr>
</tbody>
</table>
(i) Permanent Total Disability benefits are available only to you and your Spouse. Benefit amount (less any amount paid under Sections 4(A) and (B) is payable if an Insured Person sustains Permanent Total Disability within three hundred and sixty-five (365) days after the date of the accident and the Permanent Total Disability continues for twelve (12) consecutive months.

(ii) Coma benefits are available only to your Dependent Child(ren). An elimination period of thirty-one (31) days applies, which commences on the date the Dependent Child(ren) enter into a Coma. Coma benefits are not payable, nor do they accrue, during an elimination period. The Coma benefit amount is payable monthly at a rate of 1% of the benefit amount shown above until the earliest of: 1) the date the Dependent Child dies; 2) the date the Dependent Child is no longer in a Coma; or 3) total payments equal the Coma benefit amount shown above. If the Dependent Child dies as a result of the accident during the period for which this Coma benefit is payable, we will pay a lump sum equal to the Dependent Child’s loss of life benefit amount, less Coma benefit amounts already paid.

C. Exposure and Disappearance

(i) When by reason of an accident described in Section 9, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Loss, the amount set out in the Schedule of Benefits shall be paid.

(ii) If the Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, wrecking or breakdown of a Common Carrier in which the Insured Person was covered as an occupant, it will be assumed that the Insured Person has suffered a loss of life.

Section 4 — Special Benefits

A. Family Transportation Benefit

(i) When an Insured Person is confined as an in-patient in a hospital due to Accidental Bodily Injuries that result in a Loss, Allianz will pay for the expenses incurred to transport an Immediate Family Member of the Insured Person to the hospital. Such personal attendance must be recommended by an attending physician, and such transportation must be via Common Carrier on the most direct route available.

(ii) When an Insured Person’s loss of life results in a loss of life benefit amount being payable, Allianz will pay for the expenses incurred by an Immediate Family Member of the Insured Person for transportation to the place where the Insured Person’s body is located for the purpose of identifying the Insured Person’s body. Such transportation must be via Common Carrier on the most direct route available.
The maximum Family Transportation Benefit payable is $5,000 per Insured Person who is hospitalized as described above.

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

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

(i) such treatment is required in order to retrain the Insured Person for work in any gainful occupation, including the Insured Person’s regular occupation; and

(ii) expenses are incurred within two (2) years from the date of the accident. No payment will be made for ordinary living, travelling or clothing expenses.

Section 5 – Payment of Benefits
The loss of life benefit of an Account Holder will be paid to the designated beneficiary. This choice must be in writing and filed with Allianz Global Assistance. All other benefit amounts for Losses suffered by the Account Holder are paid to the Account Holder.

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

If the Insured Person has not chosen a beneficiary, or if there is no beneficiary alive when the Insured Person dies, 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.

Section 6 – Exclusions
This Policy does not cover Loss caused by or resulting from any of the following:
a) Loss occurring while the employee is in, entering or exiting any aircraft while acting or training as a pilot or crew member.
b) Loss resulting from suicide, attempted suicide or loss that is intentionally self-inflicted.
c) Loss caused by or resulting from a declared or undeclared war, but war does not include acts of terrorism.
d) Loss caused by bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.

Section 7 – Making a Claim

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

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

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

Section 8 – Individual Termination of Insurance

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

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

Section 9 – General Conditions

LEGAL ACTION LIMITATION PERIOD: Every action or proceeding against 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 (for actions or proceedings governed by the laws of Alberta or British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

CONFORMANCE WITH STATUTES: Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this Policy is issued are amended to conform to such statutes.
PHYSICAL EXAMINATION AND AUTOPSY: Allianz has the right to have the Insured Person examined by a physician approved by Allianz, as often as reasonably necessary while a claim is pending. Allianz may also have an autopsy done, unless prohibited by law. Any examinations or autopsies that we require will be done at Allianz’s expense and by a physician.

MASTER POLICY: This certificate is a description of coverage provided by Policy #FC310037 issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Card Accounts entitle an Insured Person to benefits in excess of those described herein for any Loss sustained.

DELAYED AND LOST BAGGAGE INSURANCE

Provided by:
TD Home and Auto Insurance Company
320 Front Street West, 3rd Floor
Toronto, ON M5V 3B6

The coverage Certificate below applies to TD U.S. Dollar Visa Card which will be referred to as a “TD Credit Card” or “Card” throughout the Certificate:

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

Coverage Certificate

The terms of the Delayed and Lost Baggage Group Policy #TDVB112008 (the Master Policy) issued by TD Home and Auto Insurance Company (Insurer) to The Toronto-Dominion Bank are described in this Certificate and are effective December 1, 2008.

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

Section 1 – Definitions

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

ACCOUNT HOLDER means the Cardholder to whom the monthly Account statement is issued. The Account Holder may be referred herein as “You” or “Your”.

ADMINISTRATOR means the service provider arranged by the Insurer to provide claims payment and administrative services under the Policy.

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

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

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

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

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

i. Under the age of twenty-one (21) years and unmarried, or

ii. Under the age of twenty-five (25) years, unmarried and in full time attendance at an institution of higher learning, or

iii. By reason of mental or physical infirmity, incapable of self-sustaining employment and totally dependent upon the Account Holder for support within the terms of the Income Tax Act.

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

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

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

TICKET means evidence of the fare paid for travel on a Common Carrier and charged in full to Your Account on or after December 1, 2008.

Section 2 – Who is covered

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

Section 3 – What are the Coverages

A. Delayed Baggage

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

B. Lost Baggage

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

The total benefits payable in respect of sub-sections A and B are subject to a maximum of $1,000 per Covered Person per Trip.
To activate coverage, use Your Card to pay for the Ticket in full. Coverage will be in force while baggage is in the custody of the Common Carrier.

**Section 4 – Termination of Coverage**

Coverage terminates on the earliest of the following:

1) When Your Account is closed;

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

3) When the Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

**Section 5 – Exclusion and Limitations**

No coverage is provided for:

Losses occurring when the Checked Baggage is delayed on a Covered Person’s return home to their province or residence; expenses incurred more than ninety-six (96) hours after arriving at the Final Destination shown on the Ticket; expenses incurred after the Checked Baggage is returned to the Covered Person; losses caused by or resulting from any criminal act by the Covered Person; baggage not checked; baggage held, seized, quarantined or destroyed by customs or government agency; money; securities; credit cards and other negotiable instruments; tickets and documents.

**Section 6 – Claims**

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

**(A) Initial Notification**

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

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

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

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

**(B) Written Proof**

In the event of a claim covered under the Delayed/Lost Baggage Plan, a loss report will be mailed by the Administrator to the Covered Person. You should complete it in full and return it within ninety (90) days from the date of occurrence of the delay or loss.
The loss report shall include but may not be limited to:

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

Section 7 – General Conditions

Legal Action Limitation Period

Every action or proceeding against the insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta or British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

Other Insurance

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

Subrogation with respect to Lost Baggage

As a condition to the payment of any claim to an Account Holder under the Policy, the Account Holder and/or any Covered Person shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Account Holder shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Account Holder and/or Covered Person.
False Claim
If an Account Holder makes any claim knowing it to be false or fraudulent in any respect, such Account Holder shall no longer be entitled to the benefits of this protection nor to the payment of any claim made under the Policy.

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

EMERGENCY TRAVEL ASSISTANCE SERVICES

Provided by our Administrator under a service agreement with TD Life Insurance Company. This is not an insurance benefit but assistance services only.

Our Administrator:
Allianz Global Assistance
P.O. Box 277
Waterloo Ontario N2J 4A4

The Coverage Certificate below applies to the TD U.S. Dollar Visa Card which will be referred to as a “TD Credit Card” throughout the Certificate:

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

Multilingual Assistance Coordinators are on call 24 hours a day.

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

For Emergency Assistance 24 Hours A Day:
In Canada and U.S.A. Call 1-800-871-8334
In Other Countries Call Collect 416-977-8297

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

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

**Medical Transportation**

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

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

**2 – Payment Assistance**

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

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

**3 – Travel Assistance Services**

**Legal Assistance**

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

**Emergency Cash Transfer**

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

**Lost Document and Ticket Replacement**

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

**Lost Luggage Assistance**

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

TD U.S. Dollar Visa Cardholders are also eligible for Delayed and Lost Baggage Insurance; however, this coverage is entirely separate (see your Coverage Certificate in this Document for details).

**Translation Services**

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

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

Insured by:
TD Life Insurance Company
320 Front Street West, 3rd Floor
Toronto, ON  M5V 3B6

Certificate of Insurance

This Certificate applies to the TD U.S. Dollar Visa Account.

- TD Life Insurance Company (“TD Life”) provides the insurance for the Medical Covered Causes for Interruption under this Certificate under Group Policy No. TGV005.
- Our Administrator administers the insurance on behalf of TD Life and provides claims payment and administrative services under the Group Policy.

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

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

IMPORTANT NOTICE — PLEASE READ CAREFULLY

- Trip Interruption Insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your Certificate before you travel as your coverage may be subject to certain limitations and exclusions.

- Your policy may not provide coverage for Medical Conditions and/or symptoms that existed before your trip. Check to see how this applies in your Certificate and how it relates to your Departure Date. Please see Sections 6 through 7 for details. Should you have any questions or need further clarification, please contact Our Administrator 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 you need to interrupt a trip: If a covered Cause for Interruption occurs, You or, if applicable, an Insured Person, must phone Our Administrator immediately at 1-800-871-8332 or at 416-977-0017.

This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.
SECTION 1 – SUMMARY OF BENEFITS

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Maximum Benefit Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trip Interruption Insurance</td>
<td>$5,000 per Insured Person per Covered Trip</td>
</tr>
<tr>
<td></td>
<td>$25,000 total per Covered Trip for all Insured Persons on the same Covered Trip</td>
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**NOTE:** If the value of an Insured Person’s Covered Trip exceeds the amounts listed above, please contact Our Administrator at 1-800-293-4941 or at 416-977-2039.

SECTION 2 – DEFINITIONS

In this Certificate:

**Account** means the Primary Cardholder’s TD U.S. Dollar Card account that the Bank maintains.

**Authorized User** means a person to whom a TD U.S. Dollar Visa Card has been issued at the authorization of the Primary Cardholder.

**ADMINISTRATOR** means the service provider arranged by TD Life and to provide claims payment and administrative services under the Policy.

**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 Cause for Interruption as described in section 6 — COVERED CAUSES FOR INTERRUPTION, must occur for a benefit to be payable.

**Covered Trip** means a trip:

- made by an Insured Person outside their 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 — ELIGIBILITY;
  - the date coverage terminates as described in section 4 — WHEN YOUR CERTIFICATE TERMINATES;
- that was booked or reserved prior to departure from the Insured Person’s province or territory of residence; and
- for which You pay at least 75% of the entire cost, including taxes and fees, of Common Carrier fare, and hotel or similar accommodation expenses, with Your Account.
Departure Date means the date that the Insured Person leaves their home province or territory.

Dependent Children means Your natural, adopted, or step-children who are:
- unmarried;
- dependent on You for 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, which is the date an Account is opened by the Bank for You and You meet the eligibility requirements set out in section 3 – ELIGIBILITY with respect to this Account. Only Covered Trips booked on or after the Effective Date will be eligible for coverage.

Good Standing: An Account is in Good Standing if:
- the Primary Cardholder has applied for the Account;
- the Bank has approved and opened the Account;
- the Primary Cardholder has not advised the Bank to close the Account; and
- the Bank has not suspended or revoked credit privileges or otherwise closed the Account.

Group Policy means the Group Policy No. TGV005 issued by Us for the Bank.

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.

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

Immediate Family Member means an Insured Person’s:
- spouse, parents, step-parents, grand-parents, natural or adopted children, step-children or legal ward, grandchildren, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces, nephews; and
- mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law; and
• the Insured Person’s Spouse’s grandparents, brothers-in-law and sisters-in-law.

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

**Medical Condition** means any injury, illness, or disease; complication of pregnancy within the first 31 weeks of pregnancy; a mental or emotional disorder, including acute psychosis that requires admission to a Hospital.

**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;
• which 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 its dosage) during the Pre-Existing Condition Period.

**Pre-Existing Condition Period** with respect to a benefit under this Certificate is a period of time that ends immediately before the Coverage Period for that type of benefit begins.

The Pre-Existing Condition Period is:

• **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.

**Primary Cardholder** means a person who applied for a TD U.S. Dollar Visa Card, whose name is on the Account and to whom a TD U.S. Dollar Visa Card has been issued. A Primary Cardholder does not include an Authorized User.

**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 specialty clinic or specialist;
• no pending test results or testing; or
• no pending surgery or other Treatment.
**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 Covered Causes for Interruption.

**You** and **Your** means the **Primary Cardholder**.

**SECTION 3 – ELIGIBILITY**

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

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

The **Primary Cardholder’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 **Primary Cardholder**.

The **Primary Cardholder’s Dependent Child** is eligible to be insured under this **Certificate** throughout the **Covered Trip**:

- **You** are eligible to be insured under this **Certificate** as described above; 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**.

An **Authorized User** 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 **Authorized User**:
  - is a resident of Canada; and
  - continues to meet the definition of **Authorized User**.

**Note:** An **Authorized User’s Spouse** and children are not eligible to be insured unless they meet one of the other eligibility requirements described above (e.g. if the **Authorized User’s** child is also the **Primary Cardholder’s** Dependent Child).
SECTION 4 – WHEN YOUR CERTIFICATE TERMINATES

Coverage for the Primary Cardholder 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 Primary Cardholder ceases to be eligible for coverage; and
- the date the Group Policy terminates.

Coverage for an Insured Person other than the Primary Cardholder under this Certificate will terminate on the earliest of the following dates:

- the date Your coverage terminates; 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 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 for which You pay at least 75% of the entire cost, including taxes and fees, of Common Carrier fare, and hotel or similar accommodation expenses with Your Account.

- 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 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 one of the following:

- the death of an Insured Person; or
- an accidental injury or sickness of an Insured Person if:
  - it does not result from a Pre-Existing Condition 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; or
- the death of an Immediate Family Member of the Insured Person; or
- a sudden and unexpected sickness or accidental injury of an Immediate Family Member which requires an overnight stay in a Hospital.

Limitations and Exclusions

1. Pre-Existing Conditions

- No benefit will be payable with respect to a medical condition of the Insured Person that relates to or results from a Pre-Existing Condition.

2. Reasonably foreseeable Conditions

- We will not pay any expenses or benefits under this Certificate relating to a Medical Condition:
• When the Insured Person knew or for which it was reasonable to expect before they left their province or territory of residence, or before the Effective Date of the Coverage Period, that they would need or be required to seek Treatment;
• For which future investigation or Treatment was planned before the Insured Person left their province or territory of residence;
• Which produced symptoms that would have caused an ordinarily prudent person to seek Treatment in the three months before leaving their province or territory of residence;
• That had caused the Insured Person’s Physician to advise them not to travel.

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 shall 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 Points
• Under no circumstance will any benefit be payable in connection with the value of frequent flyer plan points 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 7 – LIMITATIONS AND EXCLUSIONS: WHAT YOUR INSURANCE DOES NOT COVER
Certain limitations and exclusions that apply to a particular benefit are found above, in the description of those benefits. Further limitations and exclusions are listed below:
• Pre-Existing Conditions;
• Reasonably foreseeable medical conditions;
• Failure to report a Covered Cause for 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 any of the following:
   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 self-inflicted injuries
      • intentionally self-inflicted injuries, suicide or attempted suicide, whether the Insured Person is aware or not aware of their actions, regardless of the Insured Person’s state of mind;
   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 or terrorism
      • any act of war, whether declared or not, hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, hijacking or terrorism;
   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 respect to a Dependent Child unless he or she is travelling with You or Your Spouse.

SECTION 8 – WHAT TO DO IF YOU NEED TO INTERRUPT A TRIP

The Insured Person must call the Administrator immediately at the 24 Hour Emergency Assistance number found in section 10 – HOW TO CONTACT OUR ADMINISTRATOR, 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 9 – HOW TO MAKE A CLAIM

The Insured Person must call the Administrator at the Customer Service phone number in section 10 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 75% of all Eligible Expenses were charged to Your Account.
- proof that interruption resulted from a 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 Covered Cause for Interruption, 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 10 – HOW TO CONTACT OUR ADMINISTRATOR

24 Hour Emergency Assistance Number

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

From the U.S.A. or Canada 1-800-871-8334
From elsewhere, call collect (416) 977-8297
Customer Service Phone number
To enquire about these benefits, the Insured Person can call the Administrator at: 1-800-871-8332 or at (416) 977-0017
Monday – Saturday 8 a.m. – 8 p.m. Eastern Time

SECTION 11 – GENERAL CONDITIONS

Unless otherwise expressly provided in this Certificate or in the Group Policy, the following general provisions apply to the benefits described in this Certificate:

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.

Examination
During the processing of a claim, We shall have the right and 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
We have full rights of subrogation, including the right to proceed at Our own expense in the Insured Person’s name against third parties who may be responsible for a claim arising or providing indemnity or benefits similar to the benefits under this Certificate. You and the Insured Person shall give Us all such assistance as is reasonably required to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in Your name or the name of the Insured Person, as applicable.

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 Policy.

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.

Group Policy

All benefits under this Certificate are subject in every respect to the Group Policy which alone constitute the agreement under which benefits will be provided. The principal provisions of the Group Policy affecting Insured Persons are summarized in this Certificate. The Group Policy is on file at the office of the Bank.

PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

Provided by:
TD Home and Auto Insurance Company
320 Front Street West, 3rd Floor
Toronto, ON M5V 3B6

The Coverage Certificate below applies to the TD U.S. Dollar Visa Card which will be referred to as a “TD Credit Card” throughout the Certificate:

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

Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that include insurance against loss or damage to property and said Statutory Conditions are included in the Group Policy.

Coverage Certificate

The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 (the Master Policy) issued by TD Home and Auto Insurance Company (Insurer) to The Toronto-Dominion Bank are described in this Certificate and are effective December 1, 2008.

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

Section 1 – Definitions

ACCOUNT(S) means Your TD Credit Card Account accessed using Your TD Credit Card or TD Visa Cheque.

ACCOUNT HOLDER means the Cardholder to whom the monthly Account statement is sent. The Account Holder may be referred herein as “You” or “Your”.

ADMINISTRATOR means the service provider arranged by the Insurer to provide claims payment and administrative services under the Policy.

INSURED ITEM means a new item of personal property (a pair or set being one item) for personal use for which the full Purchase Price has been charged to the Account of the Account Holder.
MANUFACTURER’S WARRANTY means an express written warranty issued by or on behalf of the manufacturer of the Insured Item at the point of sale at the time of purchase of an Insured Item. The Manufacturer’s Warranty must be valid in Canada.

PURCHASE PRICE means the actual cost to the Account Holder of the Insured Item, including any applicable sales tax.

Section 2 – What are the Insurance Benefits

(a) Purchase Security

The Purchase Security Plan automatically protects most Insured Items purchased with the TD Credit Card for ninety (90) days from purchase for all risk of direct physical loss or damage, except as herein provided, anywhere in the world, in excess of other applicable insurance. If the item is lost, stolen or damaged, it will be replaced or repaired, or the Account Holder will be reimbursed for the Purchase Price. This protection is provided at no additional cost.

(b) Extended Warranty Protection

(i) The Extended Warranty Protection Plan automatically provides extended warranty coverage for Insured Items such coverage to commence immediately following the expiry of the applicable Manufacturer’s Warranty for a period equal to the period of the Manufacturer’s Warranty coverage or one year, whichever is the lesser on most items purchased with the TD Credit Card as long as there is a Manufacturer’s Warranty valid in Canada (automatic coverage is limited to warranties five years or less.) Manufacturer’s Warranties greater than five years are covered if registered with the Administrator within the first year after purchase of the item.

(ii) To register an Insured Item with a warranty greater than five (5) years for Extended Warranty Protection, the Account Holder must contact the Administrator and provide:

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

This protection is provided at no additional cost.

Section 3 – Policy Limits

There is a maximum aggregate lifetime benefit per Account Holder of $60,000 for all TD Credit Cards of the Account Holder. The Account Holder will be entitled to receive no more than the full Purchase Price of the Insured Item as recorded on the Account receipt or Account statement. Claims for items belonging to a pair or set will be paid for at the Purchase Price of the pair or set provided the parts of the pair or set are unusable individually and cannot be replaced individually. Subject to the exclusions,
terms and limits of liability as stated in this Certificate, the Administrator, at its sole option, may elect to:

(a) Repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the Account Holder of its intention to do so within forty-five (45) days following receipt of the required Loss Report; or

(b) Pay cash for said item, not exceeding the full Purchase Price thereof paid using the Account.

Section 4 – Exclusions

Any loss or damage of any aspect of any product, device, or equipment to function properly as caused by any change in date will be excluded. This exclusion applies to Purchase Security and to Extended Warranty Protection.

Purchase Security

(a) Coverage is not extended to loss or damage to the following:

(i) cash or its equivalent, traveller’s cheques, tickets and any negotiable instruments;

(ii) art objects, bullion, rare or precious coins;

(iii) perishables, animals or living plants;

(iv) jewellery and watches in baggage unless carried by hand and under the personal supervision of the Account Holder or Account Holder’s travelling companion previously known to the Account Holder;

(v) automobiles, motorboats, aircrafts, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;

(vi) ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price;

(vii) parts and/or labour required as a result of mechanical breakdown;

(viii) used and pre-owned items including antiques and demos;

(ix) any item purchased by and/or used for a business or commercial purpose;

(x) items consumed in use; and

(xi) services.

(b) Loss or damage resulting from the following perils are excluded from coverage:

(i) abuse or fraud;

(ii) flood or earthquake;

(iii) war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity;

(iv) normal wear and tear;

(v) mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);

(vi) radioactive contamination;
(vii) inherent product defects;
(viii) normal course of play;
(ix) willful acts or omissions; and
(x) indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.

Extended Warranty Protection
In addition to any exclusions which may be set out in the Manufacturer’s Warranty, this certificate does not cover:

(i) wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;
(ii) automobiles, motor boats, aircraft, motorcycles, motor scooters and other motorized vehicles and parts and accessories thereof;
(iii) willful acts or omissions and improper installation or alteration;
(iv) ancillary costs;
(v) used or pre-owned items including demos;
(vi) any item purchased by and/or used for a business or commercial purpose;
(vii) consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered; and
(viii) inherent product defects.

Section 5 – Claims
The Account Holder must furnish the Administrator with proof of loss. This shall include a signed Loss Report.

(a) Initial Notification
If You have incurred a loss covered under the Purchase Security or Extended Warranty Protection Plans, You must give notice by contacting the Administrator within forty-five (45) days from the date of loss or damage.

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

Or in writing to:

TD Credit Card Insurance Services
c/o Allianz Global Assistance
P.O. Box 277
Waterloo Ontario N2J 4A4

Fax: 1-877-661-3566 or 519-742-9471

The Account Holder will be asked to provide or, if writing, should provide:

• name, address and telephone number
• Account number used to purchase the Insured Item
• description of the Insured Item and
• date, place, amount and cause of the loss or damage.
(b) Written Proof

(i) Purchase Security

In the event of a claim covered under the Purchase Security Plan, a Loss Report will be mailed by the Administrator to the Account Holder. Complete in full and return within ninety (90) days from the date of loss or damage.

The Loss Report shall include but may not be limited to:

- a copy of the Account charge receipt and/or Account statement
- a copy of the store receipt
- serial number of the Insured Item (where applicable) and
- any other information reasonably required by the Administrator such as a police or insurance claim report.

(ii) Extended Warranty Protection

You must report the claim information as detailed above prior to proceeding with the repair or replacement. The Administrator will:

1. Authorize the repair, if appropriate; and
2. Ask the Account Holder to:
   - return the Insured Item to the manufacturer’s service dealer as specified on the Manufacturer’s Warranty;
   - have the authorized dealer contact the Insurer; and if repairable
   - pay for the repair and submit:
     - a copy of the Account charge receipt and/or Account statement;
     - a copy of the paid repair invoice;
     - a copy of the store receipt;
     - serial number of the Insured Item; and
     - a copy of the Manufacturer’s Warranty.

In the event that the damaged Insured Item is not repairable, submit all applicable information to the Administrator as outlined above. The Administrator may require the Account Holder, at the Account Holder’s expense, to send the damaged Insured Item to an address designated by the Administrator.

If the claim is made in respect of an Insured Item which is a gift, the claim may be made by the Account Holder or the recipient of the gift subject to compliance with the terms and conditions of the Certificate.

Section 6 – Termination of Insurance

This coverage terminates on the earliest of the following:

a) When Your Account is closed;

b) When Your Account is ninety (90) or more days past due but coverage is automatically reinstated when the Account is returned to good standing; and

c) When the Master Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.
**Section 7 – General Conditions**

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

**SUBROGATION.** Following the Insurer’s payment of an Account Holder’s claim or loss or damage the Insurer shall be subrogated to the extent of the cost of such payment, to all rights and remedies of the Account Holder against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Account Holder. The Account Holder shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Account Holder.

**BENEFITS ACCOUNT HOLDER ONLY.** This protection provided by the Purchase Security and Extended Warranty Protection Plans shall inure to the benefit of the Account Holder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits.

**DUE DILIGENCE.** The Account Holder shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Master Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempted theft, or is suspected to be so due, the Account Holder shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the Loss Report prior to settlement of a claim.

**FALSE CLAIM.** If an Account Holder makes any claim knowing it to be false or fraudulent in any respect, such Account Holder shall no longer be entitled to the benefits of this protection or to the payment of any claim made under the Master Policy.

**LEGAL ACTION LIMITATION PERIOD.** Every action or proceeding against 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 (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 application legislation.

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