

TD Canada Trust

TD Business Select Rate™ Visa*

Cardholder Agreement and Benefit Coverages Guide



The
TD Business Select Rate Visa
Cardholder Agreement
and Benefit Coverages Guide

*This document contains important and
useful information about your
TD Business Select Rate 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 Business Select Rate *Visa* Cardholder Agreement

- Definitions 1
- Using the Account 2
- Unauthorized Transactions 3
- Credit Limit and Overlimit..... 3
- Minimum Payment..... 4
- Payment Due Date..... 4
- Grace Period and Interest 4
- Foreign Currency Transactions..... 5
- Statements 6
- How We Communicate with You 6
- Lost or Stolen Cards 6
- Making Payments..... 6
- How We Apply Payments..... 7
- Our Rights if you do not Follow this Agreement..... 7
- Payments and Credits..... 8
- Ownership of Card 8
- Responsibility for Services..... 8
- Electronic Services; Use and Protection of a Card, PIN or Password..... 8
- Limits on our Damages 9
- Pre-Authorized Payments 9
- Cancelling Additional Cards..... 10

| | |
|--|----|
| ○ Changes to this Agreement and the Account | 10 |
| ○ Transfer of Rights..... | 10 |
| ○ Ending this Agreement..... | 10 |
| ○ Liability | 10 |
| ○ Headings | 11 |
| ○ Enforceability | 11 |
| ○ What Law Applies..... | 11 |
| ○ Language (For Quebec Only)..... | 11 |
| ○ Privacy Agreement | 11 |
| ○ If You Have a Problem or Concern..... | 15 |
| ● Auto Rental Collision/Loss Damage Insurance Certificate..... | 15 |
| ● Purchase Security and Extended Warranty Protection..... | 22 |

This Cardholder Agreement is between you and The Toronto-Dominion Bank. The Toronto-Dominion Bank is referred to as **Bank, we, us** and **our**. It applies to the Card and the Account.

The individual whose name is on the Card provided with this Agreement is referred to as the **Cardholder**. The **Business Borrower** is the corporation, partnership or sole proprietor that requested the Card and the Account as indicated in our records.

The **Individual Borrower(s)** are the individual(s) who requested the Card and the Account as indicated in our records. The Cardholder may also be an Individual Borrower. An **Additional Card** is an additional Card that we may issue in respect of the Account or associated with the Account at the authorization of the Business Borrower or an Individual Borrower. The individual whose name is on the Additional Card is referred to as the **Additional Cardholder**. Each person who applied for a Card, whose name is on the Account in our records, the Cardholder, the Business Borrower and the Individual Borrower(s) are referred to as **you, your** and **yours**.

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.

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.

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.

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.

Purchase means any Transaction other than a Cash Advance.

TD Visa Cheque means a credit card cheque we may issue to you, 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.

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.

You are 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.

Although the Account is intended to be used by the Cardholder, if the Business Borrower or an Individual Borrower uses the Account, you will all be liable for each use of the Account.

Authority: We can let any Cardholder give us instructions for the Account without the approval of or notice to the other Cardholders. In some cases, we may only accept instructions from the Business Borrower or an Individual Borrower. The Business Borrower, an Individual Borrower, or if we permit, a 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, you are 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 business purposes and not for personal, family or household 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”**.

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.

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 also set one Credit Limit that applies both to the Account and to Additional Cards. We may change the Credit Limit at any time without telling you in advance.

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, you are responsible for and must pay the amount that exceeds the Credit Limit on or before the Payment Due Date.

The Account may be charged an overlimit fee, as shown on the Disclosure Statement. Only one overlimit fee is charged per statement period. You remain responsible for 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 on New Purchases and Fees

We will not charge interest on new Purchases and fees that appear for the first time on your statement ("**New Purchases**") 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 those New Purchases starting from their transaction date until the amount of those New Purchases 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 to the rates shown in the Disclosure Statement; 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 two consecutive statements and then, your regular annual interest rate(s) will apply starting on the first day of your next statement period after those two 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 toll-free 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 U.S. Dollars, Euros, Great British Pounds, Australian Dollars, or Mexican Pesos, the foreign currency will be converted directly to Canadian Dollars before it is recorded in the Account. If you use the Account to make Purchases or obtain Cash Advances in any other foreign currency, the currency will be first converted to U.S. Dollars and then to Canadian Dollars before it is recorded in the Account. Credits to the Account involving a foreign currency will also be converted directly to Canadian Dollars, or first to U.S. Dollars and then to Canadian Dollars, depending on the foreign currency involved as set out above.

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 Canadian Dollar amount credited to the Account will in most cases be less than the Canadian 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 will provide one of you with a monthly statement if there has been any activity on the Account during the last month or if you owe us or we owe you more than \$1.00 on the Account, except 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, then we may provide one of you with a monthly statement only at the end of that three-month period. Statements may not be given on the same date in each month and therefore the Payment Due Date on the 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 any one of you at the address in our records. We may, but are not obligated to, send statements and other communications to more than one of you.

We may also send statements and other communications by another method, including electronically, if we agree to. Communication with one of you will be sufficient.

Each of you and all Cardholders agree that the statement, information on the statement and other communications or information about the Account may be shared with you or any Cardholders without notice to you or other Cardholders, if requested and if we agree, or are required to do so by law.

You must tell us immediately about any address change or other information to keep our records current. We are not responsible if you do 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 call us 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:

- first, to any interest that appears on your statement;
- second, to any fees that appear on your statement;
- third, to any Transactions that appear on your statement, including any amount that exceeds your Credit Limit or any past due amounts;
- 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:

- 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 apply to each of them.
- 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:

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;

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; and

you must pay all our legal expenses on a solicitor and own client basis (including legal fees of our internal counsel) for attempting to collect what 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 apply 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.
- d) *Verified by Visa* — You must register for and use the *Verified by Visa** program 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

You are 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 Additional Cardholder or those that are made after an Additional 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 ADDITIONAL CARDS

We may cancel an Additional Card, or limit access to the Account by an Additional Card at any time without telling you in advance. The Business Borrower or Individual Borrower, or if we permit, the Additional Cardholder, may also cancel an Additional Card and confirm that the Additional Card is in the possession of the Business Borrower or Individual Borrower or has been destroyed. In either case, cancelling an Additional Card will not affect your obligation to pay us all amounts owing on the Account for Transactions by any Additional Cardholder even if you are unable to cancel, obtain or destroy that Additional Card.

22. CHANGES TO THIS AGREEMENT AND THE ACCOUNT

We may make changes to this Agreement at any time. We will tell you about a change in the statement or by other notice to you. We will provide advance notice of a change if required by law and for other changes, we will provide you with advance notice unless we are not able to do so. Your regular annual fee, annual interest rate(s), fees and other charges for the Account are shown on the initial Disclosure Statement. If we increase your annual fee, annual interest rate(s), fees or any other charges for the Account, we will provide you with advance notice of those changes.

If you sign, use or activate any Card or the Account, if your Account remains open, or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted any change to the Agreement.

Benefits, services and coverages for the Account may also change or end. We will provide you notice of a change in your statement or in some other way, after the change is made, unless we must provide advance notice by law.

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. Any one of you may also end this Agreement by telling us in writing.

Even if this Agreement is cancelled, you are 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

Each of you (the Cardholder, the Business Borrower and the Individual Borrower(s)) will be liable jointly and severally (individually and collectively) with each other for payment of all amounts owed to us under this Agreement. The Business Borrower and the Individual Borrower(s) will be liable jointly and severally (individually and collectively) with each other for payment of all amounts owed to us under the agreements in respect of any Additional Cards.

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. WHAT LAW APPLIES

The laws of the province or territory in Canada where you live or where you most recently lived and the laws of Canada apply to this Agreement. If you have not lived in Canada, the laws of the Province of Ontario and Canada apply to this Agreement.

29. LANGUAGE (FOR QUEBEC ONLY)

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.

30. 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.

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 (“CLD”)

*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 Business Select Rate *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 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 person whose name is embossed on the TD Credit Card or who is an authorized user of the Card in accordance with the Cardholder Agreement.

INSURED PERSON means (1) *You* the *Cardholder*, who presents himself (herself) in person at the *Rental Agency*, signs the rental contract, declines the *Rental Agency's* CDW or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy. (2) Any other person who drives the same rental vehicle with *Your* permission whether or not such person has been listed on the rental vehicle contract or has been identified to the *Rental Agency* at the time of making the rental, however, *You* and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

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

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

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

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

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

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

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

A. Collision/Loss Damage Insurance at a Glance

- Only the *Cardholder* may rent a vehicle and decline the *Rental Agency's* collision damage waiver ("CDW") or an equivalent coverage offering. This coverage applies only to the *Insured Person's* personal and business use of the rental vehicle.
- *Your* TD Credit Card must be in good standing.
- *You* must initiate and complete the entire rental transaction with the same TD Credit Card.
- The full cost of the rental must be charged to *Your* TD Credit Card to activate coverage.
- Coverage is limited to one rental vehicle at a time, i.e., if during the same period there is more than one vehicle rented by the *Cardholder*, only the first rental will be eligible for these benefits.
- The length of time *You* rent the same vehicle or vehicles must not exceed forty-eight (48) consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds forty-eight (48) consecutive days, coverage will not be provided from the first day onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another *Rental Agency* for the same vehicle or another vehicle.
- Coverage is limited to loss/damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid *Loss of Use* charges.
- The *Cardholder* must decline on the rental contract the CDW option or its equivalent offered by the *Rental Agency*. (The Collision/Loss Damage Insurance coverage does not pay for the premium charged by the *Rental Agency* for the CDW offered by the *Rental Agency*.)
- Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "**Types of Vehicles Covered**".)
- The Collision/Loss Damage Insurance Program will provide coverage to *Cardholders* when the full cost of each rental of a vehicle (per use and mileage charges) is paid for using *Your* TD Credit Card and the *Car Sharing* Program's Collision/Loss Damage Insurance is declined.
- Coverage is available except where prohibited by law.
- Claims must be reported within forty-eight (48) hours of the damage/loss occurring by calling 1-800-880-6497 (when in Canada or the United States) or, call collect (416) 977-3772.

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

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

B. Collision/Loss Damage Covers

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

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

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

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

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

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

C. Who is Eligible for Coverage?

Insured Persons as defined provided that:

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

D. Coverage Activation

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

1. Use *Your* TD Credit Card to pay for the entire rental from a *Rental Agency*.

2. Decline the *Rental Agency's* CDW option or similar coverage offered by the *Rental Agency* on the rental contract. If there is no space on the vehicle rental contract for *You* to indicate that *You* have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant."
 - Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid by *Your* TD Credit Card.
 - *You* are covered if *You* receive a "free rental" as a result of a promotion where *You* have had to make previous vehicle rentals and if each such previous rental was entirely paid for with *Your* TD Credit Card.
 - *You* are covered if *You* receive a "free rental" day(s) as a result of VISA travel reward program (or other similar VISA 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**".

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 Business Select Rate™ 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 as of January 19, 2009.

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 issued and who is a resident of Canada. 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 property (a pair or set being one item) for 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 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 protected Item as recorded on the *Account* receipt or *Account* statement. Claims for items belonging to a pair or set will be paid for at the *Purchase Price* of the pair or set provided the parts of the pair or set are unusable individually and cannot be replaced individually. Subject to the exclusions, terms and limits of liability as stated in this Certificate, the Administrator, at its sole option, may elect to:

- (a) Repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the *Account Holder* of its intention to do so within forty-five (45) days following receipt of the required Loss Report; or
- (b) Pay cash for said item, not exceeding the full *Purchase Price* thereof paid using the Account.

Section 4 – Exclusions

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

Purchase Security

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

- (i) cash or its equivalent, traveller's cheques, tickets and any negotiable instruments;
- (ii) art objects, bullion, rare or precious coins;

- (iii) perishables, animals or living plants;
 - (iv) jewellery and watches in baggage unless carried by hand and under the personal supervision of the Account Holder or Account Holder's travelling companion previously known to the Account Holder;
 - (v) automobiles, motorboats, aircrafts, drones, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;
 - (vi) ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price;
 - (vii) parts and/or labour required as a result of mechanical breakdown;
 - (viii) used and pre-owned items including antiques and demos;
 - (ix) items consumed in use; and
 - (x) services.
- (b) Loss or damage resulting from the following perils are excluded from coverage:
- (i) abuse or fraud;
 - (ii) flood or earthquake;
 - (iii) war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity;
 - (iv) normal wear and tear;
 - (v) mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
 - (vi) radioactive contamination;
 - (vii) inherent product defects;
 - (viii) normal course of play;
 - (ix) willful acts or omissions; and
 - (x) indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.

Extended Warranty Protection

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

- (i) wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;
- (ii) automobiles, motor boats, aircraft, drones, motorcycles, motor scooters and other motorized vehicles and parts and accessories thereof;
- (iii) willful acts or omissions and improper installation or alteration;
- (iv) ancillary costs;
- (v) used or pre-owned items including demos;
- (vi) consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered; and
- (vii) 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. (ET), Monday to Friday: **1-800-667-8031 or 416-977-0283**

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

- name, address and telephone number
- *Account* number used to purchase the *Insured Item*
- description of the *Insured Item* and
- date, place, amount and cause of the loss or damage

(b) Written Proof

(i) Purchase Security

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

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

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

(ii) Extended Warranty Protection

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

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

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

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

Section 6 – Termination of Insurance

This coverage terminates on the earliest of the following:

- a) When *Your Account* is closed;
- b) When *Your Account* is ninety (90) or more days past due but coverage is automatically reinstated when the *Account* is returned to good standing; and
- c) When the Master Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

Section 7 – General Conditions

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

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

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

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

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

LEGAL ACTION LIMITATION PERIOD. Every action or proceeding against 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.

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.

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