This document includes:

- Trip Interruption Insurance Certificate.............................................................1
- Common Carrier Travel Accident Insurance Certificate........................................23
- Delayed and Lost Baggage Insurance Certificate..................................................36
- Auto Rental Collision/Loss Damage Insurance Certificate.....................................44
- Purchase Security and Extended Warranty Protection Certificate..........................58
- Emergency Travel Assistance Services.................................................................67

This document contains important and useful information about your embedded Insurance Benefits and Services for 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 td.com/agreements for future reference.
TRIP INTERRUPTION INSURANCE

Coverage under this Certificate is provided by:

TD Life Insurance Company and TD Home and Auto Insurance Company (“Insurer”)
P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. (“Administrator”)
73 Queen Street, Sherbrooke, QC J1M 0C9
Phone: 1-866-374-1129 or +1-416-977-4425

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

IMPORTANT NOTICE – READ CAREFULLY BEFORE YOU TRAVEL

We want You to understand (and it is in Your best interest to know) what Your coverage includes, what it excludes, and what is limited (payable but with limits). Please take time to read through Your Certificate before You travel. Italicized and capitalized terms are defined in Your Certificate.

- Travel insurance covers claims arising from sudden and unexpected situations (e.g., accidents and emergencies).

- To qualify for this insurance, You must meet all the eligibility requirements.

- This insurance contains limitations and exclusions (e.g., Medical Conditions that are not Stable, pregnancy, child born on trip, excessive use of alcohol, high-risk activities, etc.).

- This insurance may not cover claims related to Pre-Existing Medical Conditions whether disclosed or not.

- Contact Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries before You need to interrupt Your Covered Trip or Your benefits may be limited or denied.

- In the event of a claim Your prior medical history may be reviewed.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. Please read Your Certificate for specific coverage, details, limitations and exclusions.

Section 1 – Introduction

Certificate of Insurance

Claims administration and adjudication services are provided by Global Excel Management Inc. This Certificate applies to the TD U.S Dollar Visa Card, which will be referred to as a “TD Credit Card” throughout the Certificate. TD Life Insurance Company (“TD Life”) provides the insurance for the Medical Covered Causes for Interruption under this Certificate under Group Policy No. TGV005.

TD Home and Auto Insurance Company (“TDH&A”) provides the insurance for the Non-Medical Covered Causes for Interruption under this Certificate under Group Policy TGV006. Together, these policies are referred to as the “Group Policies”. This Certificate contains important information. Please read it carefully and take it with You on Your trip.

Section 2 – 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>
</tr>
</tbody>
</table>

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

If You need to interrupt a trip: If a Covered Cause for Interruption occurs, You or, if
applicable, an Insured Person, must call the Administrator.

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 whether or not the Primary Cardholder and the Primary Cardholder’s Spouse travels with them if, throughout the Covered Trip:

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

An Additional Cardholder 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 Additional Cardholder:
  • is a resident of Canada; and
  • continues to meet the definition of Additional Cardholder.

Note: An Additional Cardholder’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 Additional Cardholder’s child is also the Primary Cardholder’s Dependent Child).

Section 4 – Definitions
In this Certificate, the following words and phrases shown in italics have the meanings shown below. As You read through the Certificate, You may need to refer to this section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Account means the Primary Cardholder’s TD Credit Card Account that the Bank maintains.

Account Holder means the person who was issued a TD Credit Card, whose name is on the Account and who is a resident of Canada.

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

Bank means The Toronto-Dominion Bank.

Certificate means this Certificate of Insurance.

Common Carrier means any land, air or water conveyance (e.g., passenger plane, ferry, cruise ship, bus, limousine, taxi or train), which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

Coverage Period means the period of time during which a covered event must occur for a benefit to be payable. Furthermore, it means the Trip Interruption Coverage Period as applicable and as defined in Section 7 – “How to Become Insured” of the Certificate.

Covered Trip means a trip:

• made by an Insured Person outside the Insured Person’s province or territory of residence;
• that does not extend to or past:
• the date the Insured Person no longer meets the eligibility requirements; or
• the date coverage terminates
• that was booked or reserved prior to Departure Date 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 the Insured Person left their home province/territory.

Dependent Children mean Your natural, adopted, or stepchildren who are:
• unmarried; and
• dependent on You for financial maintenance and support; and
• under 22 years of age; or
• under 26 years of age and attending an institution of higher learning, full time, in Canada; or
• mentally or physically handicapped.

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

Effective Date means the date Your Certificate takes effect with respect to You, which is the date on which an Account is opened by the Bank for You and You meet the eligibility requirements. Covered Trips booked on or after the Effective Date shall be eligible for coverage.

Good Standing means 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.

Hospital means an institution that is licensed as an accredited hospital that is staffed and operated for the care and Treatment of in-patients and out-patients. Treatment must be supervised by Physicians and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

Note: A Hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Hospitalized or Hospitalization means to be an in-patient in a Hospital.

Immediate Family Member means an Insured Person’s:
• Spouse, parents, stepparent, grandparents, natural or adopted children, stepchildren or legal ward, grandchildren, brothers, sisters, stepbrothers, stepsisters, 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.

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

Mountaineering means the ascent or descent of a mountain requiring the use of specialized
equipment, including crampons, pick-axes, anchors, bolts, carabiners and lead-rope or top-rove anchoring equipment.

**Physician** means a person who is not You or Your Immediate Family Member or Your Travelling Companion, licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

**Pre-Existing Medical Condition** means any Medical Condition that exists in the Pre-Existing Medical Condition Period.

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

- Insured Persons 64 years of age and under – 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 Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued. A Primary Cardholder does not include an Additional Cardholder.

**Spouse** means:

- the person who the Insured Person is legally married to; or
- the person the Insured Person has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

**Stable**: a Medical Condition, is considered Stable when all of the following statements are true:

1. there has not been any new Treatment prescribed or recommended, or change(s) to existing Treatment (including a stoppage in Treatment); and
2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any
3. the Medical Condition has not become worse; and
4. there have not been any new, more frequent or more severe symptoms; and
5. there has been no Hospitalization or referral to a specialist; and
6. there have not been any tests, investigation or Treatment recommended, but not yet complete, nor any outstanding test results; and
7. there is no planned or pending Treatment.

All of the above conditions must be met for a Medical Condition to be considered Stable.

Note: The following exceptions are considered Stable:

- the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) and there has been no change in Your Medical Condition; or
- a change from a brand name medication to a generic brand medication of the same dosage.

**TD Rewards Points** mean the rewards units earned for goods and services charged to the Account through the TD Travel Rewards Program associated to the Account.

**Travelling Companion** means any person who travels with You during the Covered Trip and who is sharing transportation and/or accommodation with You.

Exceptions: No more than 3 individuals (including You) will be considered Travel Companions on any one trip.

**Treated** or **Treatment** means a procedure prescribed, performed or recommended by a Physician for a Medical Condition. This includes but is not limited to prescribed medication, investigative testing and surgery.
We, Us and Our mean:

- TD Life with respect to the medically covered causes for Trip Interruption Insurance; and
- TD Home & Auto with respect to the non-medically covered causes for Trip Interruption Insurance.

You and Your mean the Primary Cardholder.

Section 5 – Description of Insurance Coverage

Trip Interruption Insurance Benefits

We will pay a Trip Interruption Benefit with respect to an Insured Person if they are 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 Eligible Trip Interruption Expenses, subject to the Maximum Benefit Payable described in Section 2 – “Summary of Benefits”.

Eligible Trip Interruption Expenses mean:

- 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 their Covered Trip as a result of a Covered Cause for Interruption, payment of reasonable additional transportation costs that are:
  - required for the Insured Person to rejoin a tour group by the most direct route; and
  - approved in advance by the Administrator; and
- the portion of any unused land arrangements which were:
  - part of the Insured Person’s Covered Trip;
  - paid prior to the Insured Person’s date of departure; and
  - non-refundable on the date the Covered Cause of Interruption occurred.

Covered Causes for Interruption

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

a) Medical Covered Causes for Interruption mean:

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

- a written formal notice issued during the Covered Trip by the Canadian government, advising Canadians not to travel to a country, region or city originally ticketed for the Covered Trip for a period that includes an Insured Person’s Covered Trip;
- a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person’s travel arrangements, and is limited to the following:
  - a delay of an Insured Person’s Common Carrier, resulting from the mechanical failure of that carrier;
  - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report); or
  - weather conditions.
- a natural disaster that renders an Insured Person’s principal residence uninhabitable;
- an Insured Person’s quarantine or hijacking; and
- an enforceable call to service of an Insured Person who is a military, police or fire reservist.

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

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

What to do if You need to Interrupt Your Covered Trip

The Insured Person must call Our Administrator immediately at the 24-Hour Emergency Assistance number found in Section 9 – “How to Contact Our Administrator”. Some expenses are only covered if they’re approved in advance by Our 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 Our Administrator immediately but no later than within 24 hours to discuss alternate travel arrangements.

Section 6 – Limitations and Exclusions

Limitations and Exclusions that Apply to Trip Interruption

For Trip Interruption, this Certificate does not cover any Treatment, services, or expenses of any kind caused directly or indirectly as a result of the following:

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

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

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

4. Sums that become non-refundable after the Covered Cause for Interruption occurs
   - Only the sums that are non-refundable on the day the Covered Cause for Interruption occurs will be eligible for the purposes of this claim, so it’s important to call the Administrator immediately to discuss alternate arrangements.
5. Causes not covered
   • No benefit will be payable with respect to Interruption of a Covered Trip for any reason other than those listed under Covered Causes for Interruption.

6. Unused Return Travel
   • Under no circumstance will Trip Interruption Benefits include the cost of prepaid unused return travel.

Limitations and Exclusions that Apply to Trip Interruption

For all benefits, this Certificate does not cover any Treatment, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. Pre-Existing Medical Condition;
2. reasonably foreseeable Medical Conditions;
3. failure to report a Covered Cause for Trip Interruption immediately;
4. failure to obtain advance approval from the Administrator for certain expenses, including travel arrangements.

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

6. Illegal act
   • claim that results from or is related to Your involvement in the commission or attempted commission of a criminal offence or illegal act in the jurisdiction where the claim was incurred, including driving while impaired or over the legal limit.

7. Abuse of alcohol, drug, or intoxicants
   • claim that results from or is related to Your chronic use of alcohol, drugs or other intoxicants whether prior to or during Your Covered Trip.

8. Claims related to expectant mother's complications of pregnancy, or delivery
   • claim related to routine pre-natal or post-natal care; or
   • claim related to pregnancy, delivery or complications of either, arising 9 weeks before the expected date of delivery or any time after delivery.

9. Child born during the Covered Trip
   • claim related to Your child born during the Covered Trip.

10. War or civil unrest
    • an act of war, whether declared or undeclared; or
    • hostile or warlike action in time of peace or war; or
    • willing participation in a riot or civil unrest; or
    • rebellion; or
    • revolution; or
    • insurrection; or
    • any service in the armed forces while on duty.

11. Travel advisory
    • where an official travel advisory was issued by the Canadian government stating, “Avoid all non-essential travel” or “Avoid all travel” regarding the country, region or city of Your destination, before Your Coverage Period begins for Trip Cancellation benefit; or
    • if the travel advisory or formal notice stating “Avoid all non-essential travel” or “Avoid all travel” is issued after Your Departure Date for Trip Interruption benefit, Your coverage under this policy in that specific country, region or area will be limited to a period that is
reasonably necessary for You to safely evacuate the country, region or area.

To view the travel advisories, visit the Government of Canada Travel site.

12. Other – Sports and High-Risk Activities
   • participation in:
     • any sporting activity for which You are paid;
     • any sporting event for which the winners are awarded cash prizes;
     • any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
       – parasailing, hang-gliding and paragliding;
       – parachuting and sky diving;
       – bungee jumping;
       – Mountaineering;
       – cave exploration;
       – scuba diving, outside the limits of Your certification;
     – any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;
     – any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere.

13. Intentional self-inflicted injury
   • intentional self-inflicted injury, suicide or attempted suicide (whether or not the Insured Person is aware of the result of their actions), regardless of the Insured Person’s state of mind.

14. Reasons for Interruption occurring outside the Coverage Period
   • an incident that occurs outside the Coverage Period.

For example, no benefit will be paid with respect to an incident that occurs after 11:59 p.m. ET on the last day of the Coverage Period, if You have not extended Your Coverage Period.

Note: The day of departure counts as a full day for this purpose.

15. Coverage and/or payment benefit prohibited by law
   • This coverage shall be null and void and no benefit will be payable where the coverage and/or payment of the benefit is prohibited by Canadian law or by any other applicable national economic or trade sanctions law or regulation.

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

Section 7 – How To Become Insured

How to Become Insured
You will have coverage if You meet the requirements under in Section 3 – “Eligibility” for insurance.

When does Your Trip Interruption Insurance Coverage Start and End

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 their invoice or ticket provided the Covered Trip is booked or reserved with the Insured Person’s travel agent or other travel supplier and at least 75% of the cost of the Covered Trip has been charged to Your Account using a TD Credit Card.
The Trip Interruption Coverage Period ends on the earlier of:

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

**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; or
- 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 coverage terminates for the Primary Cardholder; or
- 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 8 – How to Submit a Claim**

**IMPORTANT NOTE:** You must report Your claim to Our Administrator immediately. You must provide completed claim form with required supporting documentation to Our Administrator as soon as possible, but no later than 1 year after the date it occurred.

**Who to Contact to Submit a Claim**

Once the Insured Person has cancelled or needs to interrupt their Covered Trip with the travel supplier, contact Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.

**Complete the Required Form**

1. Request the Form: To request a claim form, call Our Administrator at 1-866-374-1129 (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.

2. Time limit from date of event: If You are making a claim, You must send Our Administrator the appropriate claim forms, together with written proof of loss (e.g., original invoices and tickets, medical and/or death certificates) as soon as possible. In every case, You must submit Your completed claim form with required documentation within 1 year from the date of the accident or the date the claim arises. Failure to provide the applicable documentation may invalidate Your claim.

**Provide the Information Requested**

To make a Trip Interruption claim, as part of the requirements above, under “Time limit from date of event,” We will need documentation to substantiate the claim, including but not limited to the following:

- a completed claim form;
- Your Account statement and any other documentation necessary to confirm that at least 75% of the costs of Eligible Expenses were charged to Your Account and/or using Your TD Rewards Points;
- a medical document, fully completed by the legally qualified Physician in active personal attendance and in the locality where the Medical Emergency occurred, stating the reason why travel was not recommended, the diagnosis and all dates of Treatment;
- written evidence of the covered cause of cancellation, interruption or delay;
- a travel supplier or tour operator terms and conditions detailing any cancellation penalties or reimbursement for unused travel arrangements;
- complete original unused transportation tickets and vouchers;
The Insured Person must also provide evidence of the actual departure date from their province or territory of residence. If requested, an Insured Person must confirm any return dates to their province or territory of residence, including any return dates related to an interruption in a Covered Trip.

Note: If Our Administrator makes an advance payment for expenses that are later discovered to be ineligible under this Certificate, the Insured Person must reimburse Us.

If You Do Not Report the Claim Immediately

It is important to interrupt Your Covered Trip immediately, but no later than 24 hours following the Covered Cause for Cancellation or Interruption because the amount payable under this Certificate may be limited to any penalties imposed by Your travel provider(s), which are in effect on the date the Covered Cause for Cancellation or Interruption occurs. If not, benefits will be limited as described under “Trip Cancellation and Trip Interruption Insurance Limitations”. Refer to Section 9 – “How to Contact Our Administrator” for information on how to get a claim form.

What Claimant Can Expect from Insurer

Once We have approved the claim, We will notify You and payment will be made within 60 days after receipt of the required claim forms, documentation and written proof of loss. If the claim has been denied, We will inform You of the claim denial reasons within 60 days after receipt of the required claim forms and written proof of loss.

Section 9 – How to Contact Our Administrator

24-hour Emergency Assistance Number

To enquire about these benefits, or to make arrangements with respect to Trip Interruption Insurance, contact Our Administrator, 24 hours a day, 7 days a week, at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.
To request a claim form or for claims support, call Our Administrator at 1-866-374-1129 (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.

Section 10 – General Conditions

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

Access to Medical Care

We and/or Our Administrator will assist You to access care whenever possible, however will not be responsible for the availability, quality or results of any medical Treatment, care or transport, or for the failure of any Insured Person to obtain Treatment.

Benefit Payments

This Certificate contains provisions removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit money is to be payable. This means that under the Group Policy, neither You nor any Insured Person has the right to choose a beneficiary who will receive any benefits payable under this Certificate. Benefits are payable to You or, on Your behalf, to Your medical service provider.

Currency

All amounts shown are in Canadian currency.

Group Policy

All benefits under this Certificate are subject in every respect to the Group Policy, which alone constitutes 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 Policyholder and upon request, You are entitled to receive and examine a copy of the Group Policy.

Legal Action Limitation Period

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

Other insurance

All of Our coverages are excess insurance, meaning that any other sources of recovery You have will pay first, and this insurance coverage 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.

Recovery

In the event that You are found to be ineligible for coverage, or that a claim is found to be invalid, or benefits are reduced in accordance with any policy exclusion or term or condition, We have the right to collect from You any amount which We have paid on Your behalf to service providers or other parties.

Relationship between Us and the Group Policyholder

TD Life Insurance Company and TD Home and Auto Insurance Company is affiliated with The Toronto-Dominion Bank (“TD Bank”).

Review and Medical Examination

When a claim is being processed, We will have the right and the opportunity, at Our own expense, to review all medical records related to the claim and to examine the Insured Person medically when and as often as may be reasonably required.
Right of Subrogation
There may be circumstances where another person or entity should have paid You for a loss but instead We paid You for the loss. If this occurs, You agree to cooperate with Us so We may demand payment from the person or entity who should have paid You for the loss. This may include:

- transferring to Us the debt or obligation owing to You from the other person or entity; or
- permitting Us to bring a lawsuit in Your name; or
- if You receive funds from the other person or entity, You will hold it in trust for Us; or
- acting so as not to prejudice any of Our rights to collect payment from the other person or entity.

We will pay the costs for the actions We take.

COMMON CARRIER TRAVEL ACCIDENT INSURANCE

Coverage under this Certificate is provided by:

TD Life Insurance Company (“Insurer”)
P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. (“Administrator”)
73 Queen Street, Sherbrooke, QC J1M 0C9
Phone: 1-866-374-1129 or +1-416-977-4425

Section 1 – Introduction
Certificate of Insurance
Claims administration and adjudication services are provided by Global Excel Management Inc.

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

TD Life Insurance Company (“TD Life”) provides the insurance for this Certificate under Master Policy #TGV009 (the “Policy”) issued to The Toronto-Dominion Bank. This Certificate contains a clause which may limit the amount payable.

Section 2 – Eligibility
Insured Person as defined provided that:

- Your Account privileges have not been terminated or suspended; and
- Your Account is not more than 90 days past due; and
- Your TD Credit Card must be in Good Standing.

Section 3 – Definitions
In this Certificate, the following words and phrases shown in italics and capitalized have the meanings shown below. As You read through the Certificate, You may need to refer to this section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Accidental Bodily Injury 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 the Primary Cardholder’s TD Credit Card Account that the Bank maintains.

Account Holder means the Primary Cardholder to whom the monthly Account statement is issued, and who is a resident of Canada and any Additional Cardholder who is a resident of Canada. The Account Holder may be referred to herein using “You” and “Your”.

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

Certificate means this Certificate of Insurance.

Bank means the Toronto-Dominion Bank.
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. Common Carrier is extended to include any airline having a Charter Air Carrier’s Licence or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with scheduled airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a Common Carrier.

Covered Trip means travel on a Common Carrier, the fare for which is fully charged to Your Account.

Dependent Child(ren) mean(s) Your natural, adopted, or stepchildren who are:

- unmarried; and
- dependent on You for financial maintenance and support; and
  - under 21 years of age; or
  - under 25 years of age and attending an institution of higher learning, full time, in Canada; or
- mentally or physically handicapped.

Good Standing means:

- 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.

Immediate Family Member means the Spouse, parents, grandparents, children age 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 for which this insurance provides coverage.

Permanent Total Disability means that the Accidental Bodily Injuries sustained in a covered accident solely and directly:

- prevent the Insured Person from performing all the substantial and material duties of the Insured Person’s occupation; and
- cause a condition which is medically determined, by a physician approved by Our Administrator, to be of continuous and indefinite duration; and
- require the continuous care of a physician, unless the Insured Person has reached their maximum point of recovery; and
- 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 12 consecutive months.

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

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. A Primary Cardholder does not include an Additional Cardholder.

Rental Car means a four-wheel private passenger motor vehicle designed for travel on public roads and rented from a licensed rental company for no more than 48 consecutive days. It does not include trucks, trailers,
campers, recreational vehicles or motor vehicles propelling or towing a trailer or any other object, off-road vehicles (meaning any vehicle used on roads that are not publicly maintained), vans, or minivans that are manufactured to seat more than 8 occupants (including the driver) or when the vehicle is used to carry, haul or transport any type of cargo or property or passengers for hire.

Spouse means:

- The person who the Account Holder is legally married to; or
- the person the Account Holder has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

TD Rewards Points means the rewards units earned for goods and services charged to the Account through the TD Travel Rewards Program associated with the Account.

We, Us and Our mean TD Life Insurance Company.

Section 4 – 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 5 – Rental Car Accident Coverage

Benefits will be paid as specified in the Schedule of Benefits below if an Insured Person suffers a Loss while operating or riding as a passenger in, or boarding or alighting from any Rental Car provided that:

a) the cost of the Rental Car was fully charged to Your Account; or paid either in full or partially using Your TD Rewards Points earned under Your TD Rewards Points program. If Your TD Rewards Points have only partially paid for the cost of Your Rental Car, the balance of that cost must be fully charged to Your Account; and
b) there has been no violation of the rental agreement by the Account Holder; and
c) the driver of the rented automobile is not legally intoxicated nor under influence of any narcotic unless prescribed by a licensed physician.

The maximum benefit payable for any one Rental Car Accident is $2,000,000 in total.

Section 6 – 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 1 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, or 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>$374,000</td>
</tr>
</tbody>
</table>

Paralysis

- Quadriplegia (complete paralysis of both upper and lower limbs) $500,000
- Paraplegia (complete paralysis of both lower limbs) $500,000
- Hemiplegia (complete paralysis of upper and lower limbs of one side of body) $500,000

“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 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 in Section 6 – “Schedule of Benefits and Important Conditions”) (A) and (B) is payable if an Insured Person sustains Permanent Total Disability within 365 days after the date of the accident and the Permanent Total Disability continues for 12 consecutive months.

ii. Coma benefits are available only to Your Dependent Child(ren). An elimination period of 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 4 – “Common Carrier Accident Coverage”, 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 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 7 – Special Benefits

a) Family Transportation Benefit

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

ii. When an Insured Person’s Loss of life results in a Loss of life benefit amount being payable, TD Life will pay for the expenses incurred by an Immediate Family Member for transportation to the place where the Insured Person’s body is located for the purpose of identifying the Insured Person’s body. Such transportation must be via Common Carrier on the most direct route available.

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

b) Repatriation Benefit

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

c) Rehabilitation Benefit

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

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

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

Section 8 – 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 Our Administrator. 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 Our Administrator. All other benefit amounts for Losses suffered by the Spouse or Dependent Child are paid to the Spouse or Dependent Child, except that any amount payable for Losses sustained by a minor will be paid to the minor’s legal
guardian. If the Insured Person has not chosen a beneficiary, or if there is no beneficiary alive when the Insured Person dies, TD Life will pay the benefit amount to the Account Holder’s estate.

Section 9 – 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 bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.

d) Loss caused by or resulting from:
   • an act of war, whether declared or undeclared; or
   • hostile or warlike action in time of peace or war; or
   • willing participation in a war, riot or civil unrest; or
   • rebellion; or
   • revolution; or
   • insurrection; or
   • any service in the armed forces while on duty.

Section 10 – How to Submit a Claim
IMPORTANT NOTE: You must report Your claim to Our Administrator within 30 days after the date of the occurrence of commencement of any Loss covered by this Certificate or as soon as reasonably possible. You must provide completed claim form with required supporting documentation to Our Administrator as soon as possible, but no later than 90 days after the date of Loss.

Who to Contact to Submit a Claim
To submit a claim, please contact Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.

Complete the Required Form
1) Request the Form: To request a claim form, call Our Administrator at 1-866-374-1129 (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.

2) Time limit from date of event: If You are making a claim, You must report Your claim to Our Administrator within 30 days after the date of Loss. You must send Our Administrator the appropriate claim forms, together with written proof of loss (e.g., original invoices and tickets, medical and/or death certificates) as soon as possible, but no later than 90 days after the date of Loss. Failure to provide the applicable documentation may invalidate Your claim.

Section 11 – When Your Coverage Terminates
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 their Account privileges are terminated.

Section 12 – General Conditions
Conformance with Statutes
Any terms of this Policy that 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.
Group Policy
This Certificate is a description of coverage provided by Policy #TGV009 issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Cards entitle an Insured Person to benefits in excess of those described herein for any Loss sustained.

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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Civil Code of Quebec.

Physical Examination and Autopsy
Our Administrator has the right to have the Insured Person examined by a physician approved by Our Administrator, as often as reasonably necessary while a claim is pending. Our Administrator may also have an autopsy done, unless prohibited by law. Any examinations or autopsies that we require will be done at Our Administrator’s expense and by a physician.
• Your TD Credit Card must be in Good Standing.

Section 4 – Definitions

In this Certificate, the following words and phrases shown in italics and capitalized have the meanings shown below. As You read through the Certificate, You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

**Account** means the Primary Cardholder’s TD Credit Card Account that the Bank maintains.

**Account Holder** means the Primary Cardholder to whom the monthly Account statement is issued and who is a resident of Canada, and any Additional Cardholder who is a resident of Canada. The Account Holder may be referred herein as “You” or “Your”.

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

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

**Bank** means The Toronto-Dominion Bank.

**Certificate** means this Certificate of Insurance.

**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, Account Holder’s 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 Child(ren)** mean(s) Your natural, adopted, or stepchildren who are:

• unmarried; and
• dependent on You for financial maintenance and support; and
• under 21 years of age; or
• under 25 years of age and attending an institution of higher learning, full time, in Canada; or
• permanently, mentally and physically challenged and incapable of self-support.

**Essential Items** mean 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.

**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.

**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. A Primary Cardholder does not include an Additional Cardholder.

**Spouse** means:

• the person who the Account Holder is legally married to; or
• the person the Account Holder has lived with for at least 1 continuous year in the
same household and publicly refers to as their partner.

**TD Rewards Points** means the rewards units earned for goods and services charged to the Account through the TD Travel Rewards Program associated with the Account.

**Ticket** means evidence of the fare paid for travel on a Common Carrier and paid in full by charge to Your Account.

**Our** means TD Life Insurance Company.

### Section 5 – Description of Insurance Coverage

**A. Delayed Baggage**

In the event of Baggage Delay, the Account Holder 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 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, the Covered Person 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 TD Credit Card to pay the full cost of the Ticket. Coverage will be in force while baggage is in the custody of the Common Carrier.

### Section 6 – Limitations and Exclusions

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 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 7 – Termination of Coverage

Coverage terminates on the earliest of the following:

1. When Your Account is closed;
2. When Your Account is 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 8 – How to Submit a Claim

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

**Who to Contact to Submit a Claim**

a) Initial Notification – If You have incurred a claim covered under the Delayed/Lost Baggage Plan, You must give notice by contacting Our Administrator within 45 days from the date of the occurrence of the delay.

Call 1-866-374-1129 (toll-free) from Canada or U.S., or +1-416-977-4425 (collect) from other countries between 8:00 a.m. and 8:00 p.m. ET, Monday to Friday.

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

- the name, address, and telephone number;
- the account number;
• the date, time and place of the occurrence of the delay or Loss; and
• the amount of the claim.

b) Written Proof – Complete the Required Form

- Request the Form: To request a claim form, call Our Administrator at 1-866-374-1129 (toll-free) from Canada and the U.S., or +1-416-977-4425 (collect) from other countries from 8 a.m. to 8 p.m. ET, Monday to Friday.

- Time limit from date of event: If You are making a claim, You must send Our Administrator the appropriate claim forms, together with written proof of Loss (e.g., original invoices and Tickets) as soon as possible. In every case, You must report Your claim and submit Your completed claim form with required documentation within 90 days from the date of occurrence of the delay or Loss. Failure to provide the applicable documentation may invalidate Your claim.

Provide the information requested

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 and/or proof of redemption;
- 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;
- a 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.

What Claimant Can Expect from Insurer

Once We have approved the claim, We will notify You and payment will be made within 60 days after receipt of the required claim forms, documentation and written proof of Loss. If the claim has been denied, We will inform You of the claim denial reasons within 60 days after receipt of the required claim forms and written proof of Loss.

Section 9 – General Conditions

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.

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.

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), or other applicable legislation. For
actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Civil Code of Quebec.

**Master Group Policy**

This Certificate is a description of coverage provided by Policy #TDVB112008 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 Cards entitle a Covered Person to benefits in excess of those described herein for any loss sustained.

**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 a Covered Person is also insured under any other insurance certificate or policy, We will coordinate payment of benefits with the other insurer.

**Subrogation with Respect to Lost Baggage**

As a condition to the payment of any claim to an Account Holder under the Certificate, 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.

---

**AUTO RENTAL COLLISION / LOSS DAMAGE INSURANCE**

**Coverage under this Certificate is provided by:**

| TD Home and Auto Insurance Company ("Insurer") |
| P.O. Box 1, TD Centre, Toronto, ON M5K 1A2 |

**Claims administration and adjudication services are provided by:**

| Global Excel Management Inc. ("Administrator") |
| 73 Queen Street, Sherbrooke, QC J1M 0C9 |
| Phone: 1-866-374-1129 or +1-416-977-4425 |

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

**Section 1 – Introduction**

**Certificate of Insurance**

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

TD Home and Auto Insurance Company (referred to in this Certificate as the “Insurer”), provides the insurance for this Certificate under Policy #TDV092010 (referred to in this Certificate as the “Policy”). Our Administrator administers the insurance on behalf of TD Home and Auto Insurance Company, and
provides claims assistance, claims payment and administrative services under the Group 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 Certificate contains a clause which may limit the amount payable.

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

How to contact Us
You may contact Our Administrator by calling: 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.

Section 2 – Eligibility

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 90 days past due.

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 for the number of days of free rental (or similar TD Credit Card program). If the free rental day(s) are combined with rental days for which You pay the negotiated rate, this entire balance must be paid by Your TD Credit Card.
   - You are covered if TD Rewards Points are used to obtain the rental. If partial payment is made using Your TD Rewards Points, the remaining balance of that rental must be paid using Your TD Credit Card in order to be covered.

Frequent Flyer Plan Rewards Units
Under no circumstances will any benefit be payable in connection with the value of frequent flyer plan rewards units that have been lost or wasted.

Section 3 – Definitions
In this Certificate, the following words and phrases shown in italics and capitalized have the meanings shown below. As You read through the Certificate, You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Account means the Primary Cardholder’s TD Credit Card Account that the Bank maintains.

Account Holder means the Primary Cardholder to whom the monthly Account statement is issued and who is a resident of Canada, and any Additional Cardholder who is a resident of Canada. The Account Holder may be referred herein as “You” or “Your”.
**Additional Cardholder** means a person to whom a TD Credit Card has been issued at the authorization of the **Primary Cardholder**.

**Bank** means The Toronto-Dominion Bank.

**Car Sharing** means a car rental club, which gives its members 24-hour access to a fleet of cars parked in a convenient location.

**Certificate** means this Certificate of Insurance.

**Good Standing** means:

- 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**.

**Insured Person** means:

1. **You** the **Account Holder** who presents themselves 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. Throughout this **Certificate** 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**.

**TD Rewards Points** mean the rewards units earned for goods and services charged to the **Account** through the TD Rewards Program associated to the **Account**.

**Section 4 – Description of Insurance Coverage**

**Collision/Loss Damage Insurance at a Glance**

- Only the **Cardholder** may rent a vehicle and decline the **Rental Agency’s 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 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 48 consecutive days, coverage will not be provided from the first day onwards; e.g., coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than 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 subsection “Types of Vehicles Covered”.)

• Collision/Loss Damage (CLD) Insurance provides coverage when You use Your TD Credit Card to pay for the full cost of 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.

• Coverage is available except where prohibited by law.

• Claims must be reported within 48 hours of the damage/loss occurring by calling 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.

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

Description of Insurance Coverage

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 48 consecutive days. If You rent the same vehicle or vehicles for more than 48 consecutive days, no coverage is provided for any part of your rental period.

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 described in Section 5 – “Limitations and Exclusions”, under #7). (See Section 9 – “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.)

Types of Vehicles Covered

The types of rental vehicles covered include:

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

Section 5 – Limitations and Exclusions

Collision/Loss Damage (CLD) Insurance 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.

NOTE: It must be noted that loss/damage arising while the vehicle is being operated, as described in #7, 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; or civil unrest; or an act of war, whether declared or undeclared; or hostile or warlike action in time of peace or war; or willing participation in a riot or civil unrest; or rebellion; or revolution; or insurrection; or any service in the armed forces while on duty;
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.

Vehicles that are NOT covered are:

1. vans, cargo vans or mini cargo vans (other than minivans 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 20 years old or which has not been manufactured for 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.

**Section 6 – When Coverage Terminates**

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 48 consecutive days, or Your rental period is extended for more than 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.

**Section 7 – In the Event of an Accident/Theft**

- Within 48 hours, call Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries. Our 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 to +1-819-569-2814 (toll-free).

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 48 hours of the damage/theft having occurred. Your claim must be submitted with as much documentation, as requested by Our Administrator below, within 45 days of discovering the loss/damage. You will need to provide all documentation within 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 and/or proof of redemption;
- the original copy of the vehicle rental agreement;
- the accident or damage report, if available;
- the itemized repair bill, or if not available, a copy of the estimate;
- the receipt for paid repairs;
- the police report, when available;
- a 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 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 Our Administrator has paid Your claim, Your rights and recoveries will be transferred to the Insurer to the extent of Our Administrator’s payment for the loss/damage incurred when the rental vehicle was Your responsibility. This means the Insurer will then be entitled, at its own expense, to sue in Your name. If the Insurer chooses to sue another party in Your name, You must give the Insurer all the assistance they may reasonably require to secure its rights and remedies. This may include providing Your signature on all necessary documents that enable the Insurer to sue in Your name.

Once You report damage, loss or theft, a claim file will be opened and will remain open for 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 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.

**Section 8 – 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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Civil Code of Quebec.

**Section 9 – 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 that 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 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries 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 Section 7 – “In the Event of an Accident/Theft”.

---

**PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION**

<table>
<thead>
<tr>
<th>Coverage under this Certificate is provided by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TD Home and Auto Insurance Company (“Insurer”)</td>
</tr>
<tr>
<td>P.O. Box 1, TD Centre, Toronto, ON M5K 1A2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Claims administration and adjudication services are provided by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Global Excel Management Inc. (“Administrator”)</td>
</tr>
<tr>
<td>73 Queen Street, Sherbrooke, QC J1M 0C9</td>
</tr>
<tr>
<td>Phone: 1-866-374-1129 or +1-416-977-4425</td>
</tr>
</tbody>
</table>

**Section 1 – Introduction**

**Certificate of Insurance**

The Certificate of Insurance (“Certificate”) below applies to the TD U.S. Dollar Visa Card, which will be referred to as a “TD Credit Card” throughout the Certificate. **Note:** This insurance is excess insurance, meaning that any other sources of recovery You have will pay first, and this insurance policy will be the last to pay. For example, if You’re covered under home insurance, You will be eligible for the amount of the deductible under this Certificate.

Claims administration and adjudication services are provided by Global Excel Management Inc. The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 (“Group Policy”) issued by TD Home and Auto Insurance Company (“Insurer”) to The Toronto-Dominion Bank are described in this Certificate. Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that includes insurance against loss or damage to property and said Statutory Conditions are included in the Group Policy.
Section 2 – Definitions
In this Certificate, the following words and phrases shown in italics and capitalized have the meanings shown below. As You read through the Certificate, You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Account means the Primary Cardholder’s TD Credit Card Account that the Bank maintains.

Account Holder means the Primary Cardholder to whom the monthly Account statement is issued and who is a resident of Canada, and any Additional Cardholder who is a resident of Canada. The Account Holder may be referred herein as “You” or “Your”.

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

Insured Item means a new item of personal property (a pair or set being one item) for personal use for which the full Purchase Price has been charged to the Account of the Account Holder.

Manufacturer’s Warranty means an express written warranty issued by or on behalf of the manufacturer of the Insured Item at the point of sale at the time of purchase of an Insured Item. The Manufacturer’s Warranty must be valid in Canada.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued. A Primary Cardholder does not include an Additional Cardholder.

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

Spouse means:
• the person who the Account Holder is legally married to; or
• the person the Account Holder has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

Section 3 – Description of Insurance Coverage

a) Purchase Security

Purchase Security automatically protects most Insured Items purchased with the TD Credit Card for 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.

b) Extended Warranty Protection

(i) Extended Warranty Protection 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 1 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 5 years or less). Manufacturer’s Warranties greater than 5 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 5 years for Extended Warranty Protection, the Account Holder must contact the Administrator and provide:
• a copy of the sales receipt;
• the Credit Card record of charge or Credit Card statement;
• the serial number of the item, if available;
• the original Manufacturer’s Warranty valid in Canada; and
• a description of the product.

Section 4 – 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. 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 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 and subject to the exclusions, terms and limits of liability as stated in this Certificate.

Section 5 – 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:
1. cash or its equivalent, travellers cheques, tickets and any negotiable instruments;
2. art objects, bullion, rare or precious coins;
3. perishables, animals or living plants;
4. 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;
5. automobiles, motorboats, aircrafts, motorcycles, drones, motor scooters and other motorized vehicles, parts and accessories thereof;
6. ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price;
7. parts and/or labour required as a result of mechanical breakdown;
8. used and pre-owned items, including antiques and demos;
9. any item purchased by and/or used for a business or commercial purpose;
10. items consumed in use; and
11. services.
(b) Loss or damage resulting from the following perils are excluded from coverage:
1. abuse or fraud;
2. flood or earthquake;
3. war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity;
4. normal wear and tear;
5. mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
6. radioactive contamination;
7. inherent product defects;
8. normal course of play; or
9. willful acts or omissions; and
10. 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:

1. wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;
2. automobiles, motor boats, aircraft, motorcycles, drones, motor scooters and other motorized vehicles and parts and accessories thereof;
3. willful acts or omissions and improper installation or alteration;
4. ancillary costs;
5. used or pre-owned items, including demos;
6. any item purchased by and/or used for a business or commercial purpose; and
7. consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered;
8. inherent product defects.

Section 6 – How to Submit a Claim

Who to Contact to Submit a Claim

To submit a claim, please contact Our Administrator at 1-866-374-1129 (toll-free) or +1-416-977-4425 (collect) between 8:00 a.m. and 8:00 p.m. ET, Monday to Friday.

Provide the Information requested:

(a) Initial Notification

If You have incurred a loss covered under the Purchase Security or Extended Warranty Protection, You must give notice by contacting the Administrator within 45 days from the date of loss or damage.

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

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

(b) Written Proof

(i) Purchase Security

A Loss Report will be mailed by the Administrator. Complete in full, sign and return within 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;
- the 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;
• the 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 7 – When Your Coverage Terminates

This coverage terminates on the earliest of the following:

a) When Your Account is closed;

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

c) The date the Group Policy terminates.

Section 8 – General Conditions

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.

Currency

All amounts shown are in Canadian currency.

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 attempt thereat, 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.

Group Policy

All benefits under this Certificate are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. This Group Policy is issued to the Bank. The principal provisions of the Group Policy affecting Account Holders are summarized in this Certificate. The Group Policy is on file at the office of the Bank.

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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Civil Code of Quebec.
Other insurance

All of Our coverages 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 Account Holder is also insured under any other insurance certificate or policy, We will coordinate payment of benefits with the other insurer.

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.

Description of Emergency Travel Assistance Services

Multilingual Assistance Coordinators are on call 24 hours a day. Our Administrator’s Assistance Coordinators are supported by a network of medical professionals, including physicians experienced in emergency medical assistance.

For Emergency Assistance 24 hours a day, call Our Administrator at 1-800-871-8334 (toll-free) from Canada or the U.S., or +1-416-977-8297 (collect) from other countries.

Section 1 – Definitions

Account means the Primary Cardholder’s TD Credit Card Account that the Bank maintains.

Account Holder means the Primary Cardholder to whom the monthly Account statement is issued, and who is a resident of Canada and any Additional Cardholder who is resident of Canada. The Account Holder may be referred to herein using “You” and “Your”.

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

Bank means The Toronto-Dominion Bank.

Our means TD Life Insurance Company.

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.

Section 2 – Medical Assistance Services Medical Referrals

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

---

EMERGENCY TRAVEL ASSISTANCE SERVICES

Emergency Travel Assistance Services is provided by:

Global Excel Management Inc. (“Administrator”)
73 Queen Street, Sherbrooke, QC J1M 0C9
Phone: 1-800-871-8334 or +1-416-977-8297

Provided by Our Administrator under a service agreement with TD Life Insurance Company (“TD Life”).

This is not an insurance benefit but assistance services only.

This is a service provided by Our Administrator. The Emergency Travel Assistance Services below applies to the TD U.S. Dollar Visa Card,
working with physicians outside of Canada to determine the adequacy of care being received and the need for further assistance.

**Medical Referrals**

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

**Medical Transportation**

When Our Administrator, in consultation with its network of medical professionals and in conjunction with Your attending physician, determines that a 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’s Assistance Coordinators will arrange for qualified medical accompaniment, if necessary.

Neither the Bank, TD Life 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.

**Section 3 – Payment Assistance**

Our Administrator can assist You in arranging or coordinating payment to emergency medical or hospital service providers. Full liability for payment of these services will rest with You.

**Section 4 – Travel Assistance Services**

You are fully liable for repaying the following services that are charged to Your TD Credit Card.

**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.

**Legal Assistance**

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

**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.

Account Holders are also eligible for Delayed and Lost Baggage Insurance; however, this coverage is entirely separate (see Your Delayed and Lost Baggage certificate of insurance).

**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.

All trade-marks are the property of their respective owners.

* Trademark of Visa International Service Association and used under license.

® The TD logo and other trademarks are the property of The Toronto-Dominion Bank or its subsidiaries.