TD Canada Trust

TD Business Travel Visa*

Benefit Coverages Guide

The

TD Business Travel Visa

Benefit Coverages Guide

This document contains important and useful information about your embedded Insurance Benefits and Services for your TD Business Travel 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/businessagreements*** *for future reference.*

This document includes:

- Travel Medical Insurance 2
- Trip Cancellation/Trip Interruption Insurance Certificate 19
- Flight/Trip Delay Insurance 36
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TRAVEL MEDICAL INSURANCE

For *Covered Trips* of 15 days or less for people under 65 years of age, and For *Covered Trips* of 4 days or less for people 65 years of age or older.

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

This *Certificate* applies to the TD Business Travel *Visa* Account.

Certificate

TD Life Insurance Company ("**TD Life**") provides the insurance for this *Certificate* under Group Policy **No. TGV002** (the "***Group Policy***"). *Our Administrator* administers the insurance on behalf of TD Life, and provides medical and claims assistance, claims payment and administrative services under the *Group Policy*.

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

IMPORTANT NOTICE – PLEASE READ CAREFULLY

- Travel Insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that ***You*** read and understand ***Your*** *Certificate* before ***You*** travel as ***Your*** coverage may be subject to certain limitations and exclusions.
- ***Your*** policy may not provide coverage for *Medical Conditions* and/or symptoms that existed before ***Your*** trip. Check to see how this applies in ***Your*** *Certificate* and how it relates to ***Your*** *Departure Date*. Please see Sections 6 and 7 of this *Certificate* for details. Should ***You*** have any questions or need further clarification, please contact *Our Administrator* at **1-866-374-1129** or at **416-977-4425**.
- In the event of an accident, injury or sickness, ***Your*** prior medical history may be reviewed when a claim is made.
- **If a *Medical Emergency* occurs, *You*, or if applicable, an *Insured Person*, must phone *Our Administrator* immediately, or as soon as is reasonably possible, or the Maximum Benefit Payable will be reduced to $30,000, and only 80% of the *Eligible Medical Emergency Expenses* will be covered.** *You* can call *Our Administrator* 24 hours a day, 7 days a week at **1-866-374-1129** from Canada or the USA, or from other countries by calling collect at **(416) 977-4425**. Please see section 8 for further details.

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

SECTION 1 – SUMMARY OF BENEFITS

Benefit	Maximum Benefit Payable
Medical Emergency Insurance	$2,000,000 per *Insured Person* per *Covered Trip*.

SECTION 2 – DEFINITIONS

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

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

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

Administrator means the company *We* select to provide medical and claims assistance, claims payment, administrative and adjudication services under the *Group Policy*.

Bank means The Toronto-Dominion Bank.

Certificate means this certificate of insurance.

Coverage Period means the period of time during which a *Medical Emergency* must occur for a benefit to be payable. This period is defined in section 5 – THE COVERAGE PERIOD.

Covered Trip means a trip:

- made by an *Insured Person* outside their province or territory of residence;
- that does not exceed the *Maximum Number of Covered Days*, including the *Departure Date*; and
- that does not extend to or past:
  - the date the *Insured Person* no longer meets the eligibility requirements set out in section 3 – ELIGIBILITY; or
  - the date coverage terminates as described in section 4 – WHEN COVERAGE TERMINATES.

Note: In the event of a claim, the *Insured Person* will be required to submit proof of the departure. Only a *Medical Emergency* occurring during a *Covered Trip* will be eligible for consideration. Note that the day of departure counts as a full day for this purpose.

Exclusion:

Coverage is only provided under the *Group Policy* if the *Medical Emergency* occurs within the *Maximum Number of Covered Days* that the *Insured Person* is first away from his or her province or territory of residence. Note that the day of departure counts as a full day for this purpose.

Note: If the *Insured Person's* trip exceeds the *Maximum Number of Covered Days*, the *Insured Person* may want to purchase separate insurance under a different TD Life group policy for the number of days that the trip will exceed the *Maximum Number of Covered Days*. Different terms and conditions will apply and, depending on the *Insured Person's* age and the length of their trip, the *Insured Person* may be required to provide information about their health. Call TD Life prior to *Your Departure Date* at **1-800-293-4941** for more information or if *You* would like to obtain a quote.

Departure Date means the date the *Insured Person* left their home province or territory.

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

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

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

Dollars and $ mean Canadian dollars.

Effective Date means the date this *Certificate* takes effect with respect to *You*, which is the date an *Account* is opened by the *Bank* for *You* and *You* meet the eligibility requirements set out in section 3 – ELIGIBILITY with respect to this *Account*.

Eligible Medical Emergency Expenses are defined in section 6 – WHAT YOUR INSURANCE COVERS – EMERGENCY MEDICAL INSURANCE.

Emergency Medical Benefit is defined in section 6 – WHAT YOUR INSURANCE COVERS – EMERGENCY MEDICAL INSURANCE.

Government Health Insurance Plan ("GHIP") means a Canadian provincial or territorial government health insurance plan.

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

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

Group Policy means the *Group Policy* Policy No. TGV002 issued by *Us* for the Bank.

Hospital means:

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

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

Hospitalized or Hospitalization means confined as an in-patient in a *Hospital*.

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

Maximum Number of Covered Days means **15** consecutive days for *Insured Persons* under **65** years of age and **4** consecutive days for *Insured Persons* **65** years of age or older. The *Departure Date* counts as one full day for this purpose. Age will be measured as of the date of departure for this purpose.

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

Medical Emergency means any unforeseen illness or accidental bodily injury occurring during a *Covered Trip* that requires immediate emergency medical *Treatment* by a *Physician*.

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

Pre-Existing Condition means a *Medical Condition*:

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

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

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

Reasonable Charges means charges incurred for a *Medical Emergency* that are comparable to what other providers charge for comparable *Treatment*, services or supplies in the same geographical area.

Spouse means:

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

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

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

Travelling Companion means the person who is sharing travel arrangements with *You* (to a maximum of three people including *You*).

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

We, **Us** and **Our** mean TD Life Insurance Company.

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

SECTION 3 – ELIGIBILITY

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

- is a resident of Canada;
- is covered by a Canadian provincial or territorial GHIP; and
- has an *Account* in *Good Standing*.

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

- the *Account Holder* is eligible to be insured under this *Certificate* as described above, even if the *Account Holder* is not travelling; and
- the *Spouse*:
  - is a resident of Canada;
  - is covered by a Canadian provincial or territorial *GHIP*; and
  - continues to meet the definition of *Spouse* of the *Account Holder*.

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

- the *Account Holder* is eligible to be insured under this *Certificate* as described above and
- the *Dependent Child*:
  - is a resident of Canada;
  - is covered by a Canadian provincial or territorial *GHIP*;
  - is travelling with either the *Account Holder* or with the *Account Holder's Spouse*; and
  - continues to meet the definition of *Dependent Child*.

Note: If a *Dependent Child* is born while the child's mother is outside of her province of residence, the *Dependent Child* will not be insured with respect to that trip.

Coverage after the *Maximum Number of Covered Days*

- This *Certificate* does not offer any coverage after the end of the *Maximum Number of Covered Days*.
- If an *Insured Person* under age **65** is planning a trip that will last more than **15** days, or an *Insured Person* aged **65** or older is planning a trip that will last more than **4** days, the *Insured Person* may want to purchase separate insurance for the number of days that the trip will exceed the *Maximum Number of Covered Days*.
- Coverage may be available under a different TD Life group policy.

Different terms and conditions will apply and, depending on the *Insured Person's* age and the length of their trip, the *Insured Person* may be required to provide information about their health. Call TD Life prior to *Your Departure Date* at **1-800-293-4941** for more information or if *You* would like to obtain a quote.

SECTION 4 – WHEN COVERAGE TERMINATES

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

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

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

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

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

SECTION 5 – THE COVERAGE PERIOD

The *Coverage Period* begins when the eligible *Insured Person* departs on a *Covered Trip*.

NOTE: The *Insured Person's* trip may be longer than the *Maximum Number of Covered Days* (**15** consecutive days for *Insured Persons* under age **65**, and **4** consecutive days for *Insured Persons* aged **65** or older). However, only a *Medical Emergency* occurring within the first *Maximum Number of Covered Days* following the *Departure Date* will be considered. The day of departure counts as a full day for this purpose. *Dependent Children* are only covered while travelling with *You* and/or *Your Spouse*.

The *Coverage Period* ends on the earlier of:

- the date the *Insured Person* returns from the *Covered Trip*;
- the end of the *Maximum Number of Covered Days* for that *Insured Person*, except as described below;
- the date the *Group Policy* terminates.

However, if an *Insured Person* is suffering from a *Medical Emergency* at the end of the *Maximum Number of Covered Days* for that *Insured Person* (the "**Termination Date**"), then the *Coverage Period*:

- for that *Insured Person*; and

- for any other *Insured Person* if
- *Our Administrator* has approved a Travelling Companion Benefit for that other *Insured Person*; and
- That other *Insured Person* was insured under this *Certificate* with respect to the *Covered Trip* at the Termination Date is automatically extended to **72** hours following the end of the *Medical Emergency*.

However, under no circumstances will coverage continue after termination of the *Group Policy*.

SECTION 6 – WHAT YOUR INSURANCE COVERS – EMERGENCY MEDICAL INSURANCE

We will pay a *Medical Emergency Benefit* if an *Insured Person* suffers a *Medical Emergency* during the *Coverage Period* for a *Covered Trip*.

Emergency Medical Benefit means, subject to the Maximum Benefit Payable described in section 1, the *Reasonable Charges* for *Eligible Medical Emergency Expenses*, less all amounts payable or reimbursable under a *GHIP* or any group or individual health plans or insurance policies.

Eligible Medical Emergency Expenses means:

- ***Hospital* accommodation**;
- ***Physicians*' bills**;
- **Private duty nursing**:
  - up to **$5,000** for:
    - services performed by a registered nurse; including
    - medically necessary nursing supplies;
- **Diagnostic services**:
  - charges for diagnostic tests, laboratory tests and X-rays which are:
  - prescribed by the treating *Physician*; and
  - approved in advance by *Our Administrator* if the tests involve:
    - magnetic resonance imaging (MRI);
    - computerized axial tomography (CAT) scans;
    - sonograms;
    - ultrasounds; or
    - any invasive diagnostic procedures including angioplasty;
- **Ambulance:**
  - charges for emergency ambulance service to the nearest approved *Hospital*;

- **Air Ambulance:**
  - charges for emergency air ambulance only if:
    - *Our Administrator* determines that the *Insured Person's* physical condition precludes the use of any other means of transportation;
    - *Our Administrator* makes the determination before the service is provided;
    - *Our Administrator* pre-approves this service; and
    - *Our Administrator* arranges this service;
- **Prescriptions:**
  - reimbursement of prescription drugs that are required as part of emergency *Treatment*;
- **Exclusion:** vitamins and patent, proprietary and experimental drugs are excluded;
- **Accidental Dental:**
  - up to **$2,000** for dental *Treatment* that is:
    - required during a *Coverage Period*; and
    - necessitated by a blow to natural or permanently installed teeth which occurs during a *Coverage Period*;
- **Limitation:** *Treatment* for emergency relief of dental pain is covered up to a maximum of **$200**;
- **Medical Appliances**
  - cost of casts, crutches, trusses, braces, slings, splints and/or the rental cost of a wheelchair or walker where:
    - prescribed by a *Physician*; and
    - required as a result of a *Medical Emergency*;
- **Return Airfare**
- the extra cost for a one-way economy fare plus, if required to accommodate a stretcher, a second one-way economy fare if:
  - as a result of a *Medical Emergency*, *Our Administrator* determines that an *Insured Person* should return to Canada for medical reasons; and
  - *Our Administrator* approves the transportation in advance;
- **Transportation to Bedside**
  - if an *Insured Person* is *Hospitalized* and is expected to remain *Hospitalized* for at least **3** consecutive days, the cost of one round-trip economy airfare from Canada if it is:

    - for the *Insured Person's Spouse*, parent, child, brother or sister; and
    - approved in advance by *Our Administrator*;
- **Travelling Companion Benefit**
    - the cost of a single one-way economy airfare if:
        - an *Insured Person* suffers a covered *Medical Emergency*;
        - as a result, a *Travelling Companion* stays beyond his or her scheduled return date; and
        - *Our Administrator* approves, in advance, the cost of a one-way economy airfare back to the *Travelling Companion's* place of departure;
- **Bedside Companion Benefit**
    - up to **$150** per day, to a maximum of **$1,500**, for food and accommodation for a person if:
        - *Our Administrator* has approved transportation for the person under either a Transportation to Bedside benefit or a Travelling Companion Benefit; and
        - *Our Administrator* has approved the Bedside Companion Benefit in advance;
- **Vehicle Return**
    - up to **$1,000** toward the cost of returning an *Insured Person's* vehicle to his or her home or, if applicable, the nearest appropriate vehicle rental agency if:
        - the *Insured Person* is unable to return the vehicle due to a covered *Medical Emergency*; and
        - *Our Administrator* arranges for the return of the vehicle;
- **Return of Deceased**
    - up to **$5,000** toward the cost of preparation and transportation home of a deceased *Insured Person* if death results from a covered *Medical Emergency*;
- **Exclusion**: the cost of a burial casket or urn is not covered under this benefit; and
    - one round-trip economy airfare if:
        - an *Immediate Family Member* is required to identify or obtain release of the deceased; and
        - *Our Administrator* approves this transportation in advance.

SECTION 7 – LIMITATIONS AND EXCLUSIONS: WHAT YOUR INSURANCE DOES NOT COVER

1. Failure to report

- A *Medical Emergency* must be reported to *Our Administrator* within **48** hours of admission to *Hospital*, or as soon as is reasonably possible.
- If the *Medical Emergency* is not reported as required, the maximum benefit payable with respect to the *Medical Emergency* will be **80%** of the *Eligible Medical Emergency Expenses*, to a limit of **$30,000**.

2. *Pre-Existing Condition*

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

3. Reasonably foreseeable Conditions

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

4. *Medical Emergency* occurring outside the *Coverage Period*

- No benefit will be payable with respect to a *Medical Emergency* that occurs before the *Coverage Period* begins or after it ends.
- For an *Insured Person* under age **65**, this means, for example, that no benefit will be paid with respect to any *Medical Emergency* if an *Insured Person's Medical Emergency* occurs after the first **15** days following their *Departure Date*.
- For an *Insured Person* **65** years of age or older, this means, for example, that no benefit will be paid with respect to any *Medical Emergency* if an *Insured Person's Medical Emergency* occurs after the first **4** days following their *Departure Date*.
- Note that the day of departure counts as a full day for this purpose.

5. Failure to transfer to an appropriate facility for *Treatment*

- *We*, in consultation with the *Insured Person's* treating *Physician*, reserve the right to transfer an *Insured Person* to an appropriate medical facility or to his or her province or territory of residence for further *Treatment*.
- Failure to comply with a transfer request will absolve *Us* of any liability to provide benefits for expenses incurred after the scheduled transfer date.

6. Recurrence

- A *Medical Emergency* is considered to have ended when medical evidence indicates that the *Insured Person* is able to return to his or her province or territory of residence. No benefits will be paid in connection with the condition that caused a *Medical Emergency* if they are incurred after that time.

7. Failure to obtain advance approval

- Where an *Eligible Medical Emergency Expense* specifies that it must be approved in advance by *Our Administrator*, if advance approval is not obtained, no benefit will be payable for that expense.
- No benefit will be paid with respect to any surgery or invasive procedure that has not been approved in advance by *Our Administrator*, except in extreme circumstances where a request for prior approval would delay necessary surgery in a life-threatening medical crisis.

8. Non-emergency services

- No benefit will be payable with respect to non-emergency, experimental or elective services, including any *Treatment*, surgery or medication which medical evidence indicates that the *Insured Person* could have returned to Canada to receive.

9. General

- As noted above, the benefits payable under the *Group Policy* will be the actual cost of the covered expense, less:
  - the amount reimbursable under *GHIP*; and
  - the amount reimbursable through any other insurance or health plan coverage.

10. In addition, no benefit will be payable in connection with *Treatment*, services or expenses related to or resulting from:

a. Misrepresentation

- any medical condition for which *You* or an *Insured Person* provided *Our Administrator* or *Us* with false or inaccurate information regarding *Hospitalizations*, *Treatment* or medications;

b. Pregnancy

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

c. Intentionally self-inflicted injuries

- intentionally self-inflicted injuries, suicide or attempted suicide, whether the *Insured Person* is aware or not aware of their actions, regardless of the *Insured Person's* state of mind;

d. Failure to take medication

- failure to take medication as prescribed by the *Insured Person's Physician*;

e. Alcohol or drug abuse

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

f. Crime

- participation in a criminal offence;

g. Professional Sports or Racing

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

h. War

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

i. Mental Problems

- any mental, nervous or emotional problems, including any *Medical Emergency* arising from these problems;

j. Hazardous Activities

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

k. Travel Advisories

- Your *Medical Emergency* or related *Medical Condition*, if the reason for your *Medical Emergency* or related *Medical Condition* is associated in any way with a written formal travel warning of 'Avoid all non-essential travel' or of 'Avoid all travel' issued before your *Departure Date* by the Canadian Government, advising Canadians not to travel to the country, region or city of your trip.

11. *Dependent Child* not travelling with *You* or *Your Spouse*. No benefit will be payable with respect to a Dependent Child unless he or she is travelling with You or Your Spouse.

SECTION 8 – WHAT TO DO IN A MEDICAL EMERGENCY

When a *Medical Emergency* occurs, *You* or if applicable, an *Insured Person*, must phone *Our Administrator* immediately, or as soon as is reasonably possible. Otherwise, benefits will be limited as described in section 7 under "Limitations and Exclusions: 1. Failure to Report". Some expenses will only be covered if *Our Administrator* approves them in advance.

Assistance is available twenty-four hours a day, seven days a week, by calling toll-free **1-866-374-1129** from Canada or the U.S.A., or from other countries by calling collect **(416) 977-4425**.

Our Administrator will verify whether coverage is in effect and, if so, will direct the *Insured Person* to the nearest appropriate medical facility. *Our Administrator* will pay, or guarantee payment to, the provider of medical services wherever possible, and manage the *Insured Person's Medical Emergency* from the initial report through its conclusion.

If a direct guarantee or payment is not possible, the *Insured Person* may be asked to pay for services. Upon submission of a claim, the *Insured Person* will be reimbursed for any such *Eligible Medical Emergency Expenses* so paid, as described under this *Certificate*.

Note: All payments and payment guarantees are subject to the terms and conditions of the *Certificate*, including limitations and exclusions.

SECTION 9 – HOW TO MAKE A CLAIM

A *Medical Emergency* should always be reported immediately, as described in section 8, or benefits will be limited.

Failure to Report a Claim Immediately

If, without contacting *Our Administrator* for assistance and claim management, an *Insured Person* incurs *Eligible Medical Emergency Expenses*, then he or she must first submit receipts and other proof to:

- *GHIP*;
- then to any group or individual health plans and/or insurers.

Any *Eligible Medical Emergency Expenses* that are not covered by such *GHIP*, health plans or insurance should then be submitted to *Our Administrator* with proof of claim, receipts and payment statements. In this case, claims forms can be obtained from *Our Administrator's* Customer Service representatives at the number set out in section 10.

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

Reporting a Claim Immediately

If *Hospital* or other medical charges have been guaranteed or paid by *Our Administrator* on behalf of an *Insured Person* then *You* and, if applicable, the *Insured Person* must sign an authorization form allowing *Our Administrator* to recover these charges:

- from the *Insured Person's GHIP*;
- from any health plan or other insurance;
- through subrogation rights against any responsible third party.

If *Our Administrator* has paid for *Eligible Medical Emergency Expenses* covered under other insurance or another plan, *You* and, if applicable, the *Insured Person* must assist *Our Administrator* in obtaining reimbursement, where necessary.

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

Note: If an advance payment is made for expenses and it is later discovered that they were not covered under this *Certificate*, then *You* and/or the *Insured Person* must reimburse *Us*.

SECTION 10 – HOW TO CONTACT *OUR ADMINISTRATOR*

24-hour Emergency Assistance Number

To report a *Medical Emergency*, *You* or, if applicable, the *Insured Person* can call *Our Administrator* 24 hours a day, 7 days a week at:

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

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

Customer Service: Phone number

To enquire about *Your* benefits under this *Certificate* or to check on the status of an existing claim, *You* can call *Our Administrator* at:

Toll-free at **1-866-374-1129** or at **(416) 977-4425**

Monday–Friday, 8 a.m.–9 p.m. Eastern Time

In a non-emergency situation, *You* can also call this number to obtain claims forms.

Customer Service: Mailing Address

You can mail *Your* request to:

TD Travel Insurance
c/o Global Excel Management Inc.
73 Queen Street
Sherbrooke, Quebec J1M 0C9

Fax: +**1-(819) 569-2814**.

SECTION 11 – GENERAL CONDITIONS

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

Proof of Loss

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

Review and Medical Examination

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

Subrogation

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

Other Insurance

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

In no case will *We* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is **$50,000** or less. If the lifetime maximum for all in-country and out-of-country benefits is over **$50,000**, *We* will coordinate benefits only above this amount.

Legal Action Limitation Period

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

False Claim

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

Currency

All amounts are shown in Canadian currency.

Access to Medical Care

TD Life, the *Bank*, *Our Administrator* and their affiliates are not responsible for the availability, quality or results of any medical *Treatment* or transport, or for the failure of any *Insured Person* to obtain medical *Treatment*.

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 *Insured Persons* are summarized in this *Certificate*. The *Group Policy* is on file at the office of the *Bank*.

TRIP CANCELLATION / TRIP INTERRUPTION INSURANCE

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

Certificate of Insurance

This *Certificate* applies to the TD Business Travel *Visa* Card Account.

Effective March 17, 2008, TD Life Insurance Company ("**TD Life**") provides the insurance for the Medical Covered Causes for Cancellation and the Medical Covered Causes for Interruption under this *Certificate* under Group Policy **No. TGV003**.

Effective September 1, 2010, TD Home and Auto Insurance Company ("**TDH&A**") provides the insurance for the Non-Medical Covered Causes for Cancellation and the Non-Medical Covered Causes for Interruption under this *Certificate* under Group Policy **No. TGV006**.

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

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

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

Important Notes:

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

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

This policy contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.

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

SECTION 1 – SUMMARY OF BENEFITS

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

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

SECTION 2 – DEFINITIONS

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

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

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

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

Bank means The Toronto-Dominion Bank.

Certificate means this certificate of insurance.

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

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

Covered Trip means a trip:

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

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

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

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

Dollars and $ mean Canadian dollars.

Effective Date means the date this *Certificate* takes effect with respect to *You*, and is the later of March 17, 2008 and the date on which an *Account* is opened by the *Bank* for *You* and *You* meet the eligibility requirements set out in section 3 with respect to this *Account*. Only *Covered Trips* booked on or after the *Effective Date* shall be eligible for coverage.

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

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

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

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

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

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

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

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

Pre-Existing Condition means a *Medical Condition*:

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

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

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

Spouse means:

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

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

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

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*.

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

Exceptions: No more than **3** individuals (including *You*) will be considered travel companions on any **1** trip.

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

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

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

SECTION 3 – ELIGIBILITY

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

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

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

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

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

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

SECTION 4 – WHEN YOUR CERTIFICATE TERMINATES

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

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

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

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

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

SECTION 5 – THE COVERAGE PERIOD

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

- The Trip Cancellation *Coverage Period* begins on the date the *Covered Trip* is booked or reserved with the travel agent or other travel supplier and the full cost of the *Covered Trip* has been charged to *Your Account* using a TD Business Travel *Visa* Card and/or *Your TD Rewards Points*.
- *Dependent Children* are only covered if travelling with *You* or *Your Spouse*. Therefore, for each *Insured Person* who is a *Dependent Child* the Trip Cancellation *Coverage Period* begins on the date set out above only if *You* or *Your Spouse* will be travelling with the *Dependent Child* on the *Covered Trip*.

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

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

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

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

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

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

SECTION 6 – WHAT YOUR INSURANCE COVERS – TRIP CANCELLATION INSURANCE

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

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

Eligible Trip Cancellation Expenses means one of the following **2** options:

- reimbursement for:
  - the portion of the *Insured Person's* unused travel arrangements which were:
    - Paid in advance and the full cost was charged to *Your Account* and/or using *Your TD Rewards Points*;
    - Forfeited as a result of a Covered Cause for Cancellation; and
    - Non-refundable on the date the Covered Cause for Cancellation arose or non-transferrable to another date; and
  - travel point administration cancellation fees that applied on the date the Covered Cause for Cancellation arose, where applicable;
- or, in the alternative, if the *Insured Person* misses the scheduled departure as a result of a Covered Cause for Cancellation, payment of reasonable transportation costs that are:
- required for the *Insured Person* to travel to the destination of the *Covered Trip* by the most direct route; and
- approved in advance by the *Administrator*.

Exclusion: There will be no reimbursement for the cost of any additional travel insurance or any expenses for which *You* are entitled to receive any form of compensation, including but not limited to credits and vouchers.

Covered Causes for Cancellation

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

Medical Covered Causes for Cancellation mean:

- death of an *Insured Person* or *Travelling Companion*
- sudden and unexpected sickness or accidental injury of an *Insured Person* or *Travelling Companion* if:

- it did not result from a *Pre-Existing Condition* that was not *Stable* during the *Pre-Existing Condition Period* immediately preceding the beginning of the *Coverage Period*;
- it prevents the *Insured Person* from starting the *Covered Trip*;
- a *Physician* certifies, in writing:
  - that:
    - he or she has advised the *Insured Person* or *Travelling Companion* to cancel the *Covered Trip*; or
    - the sickness or injury made it impossible for the *Insured Person* or *Travelling Companion* to start the *Covered Trip*; and
  - the medical reason for the decision; and
- the *Insured Person* or *Travelling Companion* provides the *Physician's* certification to the *Administrator* before the scheduled departure date;

- death of an *Immediate Family Member* of the *Insured Person*;
- sudden and unexpected sickness or accidental injury of an *Immediate Family Member* of the *Insured Person*; or
- the sudden and unexpected death or *Hospitalization* of an *Insured Person's* host at the destination.

Non-Medical Covered Causes for Cancellation mean:

- an enforceable call of an *Insured Person* or *Travelling Companion* to jury duty or sudden and unexpected subpoena of an *Insured Person* or *Travelling Companion* to act as a witness in a court of law requiring the *Insured Person's* or *Travelling Companion's* presence in court during the *Covered Trip*;
- a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government after the *Insured Person's Covered Trip* is booked, advising Canadians not to travel to a country, region or city originally ticketed for the *Covered Trip* for a period that includes an *Insured Person's Covered Trip*;
- an employment transfer of the *Insured Person* by the employer with whom the *Insured Person* was employed on the date the *Insured Person* booked his or her *Covered Trip*, which transfer requires the relocation of the *Insured Person's* principal residence within **30** days before the *Insured Person's* scheduled *Covered Trip Departure Date*;
- a delay causing an *Insured Person* to miss a connection for a *Common Carrier* or resulting in the interruption of an *Insured Person's* travel arrangements, and is limited to the following:

- delay of an *Insured Person's Common Carrier* resulting from the mechanical failure of that carrier;
- a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report); or
- weather conditions.

  Exclusion: The outright cancellation of *Common Carrier* travel is not considered a delay.

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

- a natural disaster that renders an *Insured Person's* principal residence uninhabitable;
- an *Insured Person* is quarantined in a situation where no Medical Covered Cause for Cancellation applies;
- an *Insured Person* is hijacked; and
- an enforceable call to service of an *Insured Person* or *Travelling Companion* who is a military, police or fire reservist.

Limitations and Exclusions

1. ***Pre-Existing Condition***
   - There is no coverage and no benefit will be payable for any *Pre-existing Condition* that was not *Stable* during the *Pre-Existing Condition Period* immediately preceding the *Coverage Period*.
2. **Reasonably foreseeable conditions**
   - No benefit will be payable with respect to a sickness, accidental injury or quarantine of the *Insured Person* that was reasonably foreseeable when the *Trip Cancellation Coverage Period* began.
3. **Cancellation penalties arising after Covered Cause for Cancellation**
   - Benefits will be limited to cancellation penalties in effect on the date the Covered Cause for Cancellation arises, so it is important to cancel the *Insured Person's* travel plans immediately.
4. **Causes not covered**
   - No benefit will be payable with respect to cancellation of a *Covered Trip* for any reason other than those listed under Covered Causes for Cancellation.
5. **Frequent flyer plan rewards units**
   - Under no circumstance will any benefit be payable in connection with the value of frequent flyer plan rewards units that have been lost or wasted.

SECTION 7 – WHAT *YOUR* INSURANCE COVERS – TRIP INTERRUPTION INSURANCE

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

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

Eligible Trip Interruption Expenses means:

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

Exclusion: There will be no reimbursement for the cost of any additional travel insurance or any expenses for which *You* are entitled to receive any form of compensation, including but not limited to credits and vouchers.

Covered Causes for Interruption

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

Medical Covered Causes for Interruption mean:

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

Non-Medical Covered Causes for Interruption mean:

- a written formal notice issued during the *Covered Trip* by the Department of Foreign Affairs and International Trade of the Canadian government, advising Canadians not to travel to a country, region or city originally ticketed for the *Covered Trip* for a period that includes an *Insured Person's Covered Trip*;
- a delay causing an *Insured Person* to miss a connection for a *Common Carrier* or resulting in the interruption of an *Insured Person's* travel arrangements, and is limited to the following:
  - a delay of an *Insured Person's Common Carrier*, resulting from the mechanical failure of that carrier;
  - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report), or
  - weather conditions.

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

    Limitation: The benefit under this Covered Cause for Interruption is the *Insured Person's* one-way economy fare via the most cost-effective route to the *Insured Person's* next destination;
- a natural disaster that renders an *Insured Person's* principal residence uninhabitable;

- an *Insured Person's* quarantine or hijacking; and
- an enforceable call to service of an *Insured Person* who is a military, police or fire reservist.

Limitations and Exclusions

1. *Pre-Existing Conditions*

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

2. Reasonably foreseeable conditions

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

3. Interruption occurring outside the *Coverage Period*

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

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

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

5. Causes not covered

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

6. Frequent flyer plan rewards units

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

7. Unused Return Travel

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

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

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

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

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

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

   a. Pregnancy

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

   b. Intentionally inflicted injuries

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

   c. Alcohol or drug abuse

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

   d. Crime

   - participation in a criminal offence;

   e. Professional Sports or Racing

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

   f. War

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

g. Mental Problems

- any mental, nervous or emotional problems;

h. Hazardous Activities

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

i. Travel Advisories

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

2. Dependent Child not travelling with *You* or *Your Spouse*

No benefit will be payable:

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

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

Trip Cancellation

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

The amount payable under Trip Cancellation coverage is limited to the cancellation penalties in effect on the date the Covered Cause for Cancellation occurs, so it's important to cancel the *Insured Person's* plans immediately but no later than within **1** day.

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

Trip Interruption

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

Only the expenses that are non-refundable on the day the Covered Cause for Interruption occurs are eligible for reimbursement, so contact the *Administrator* immediately but no later than within **1** day to discuss alternate travel arrangements.

SECTION 10 – HOW TO MAKE A CLAIM

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

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

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

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

SECTION 11 – HOW TO CONTACT *OUR ADMINISTRATOR*

24-hour Emergency Assistance Number

To make arrangements with respect to Trip Interruption or Trip Cancellation, the *Insured Person* can call the *Administrator* 24 hours a day, 7 days a week at:

From the U.S.A. or Canada	**1-866-374-1129**
From elsewhere, call collect	**(416) 977-4425**

Customer Service: Phone number

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

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

SECTION 12 – GENERAL CONDITIONS

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

Proof of Loss

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

Review and Medical Examination

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

Subrogation

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

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

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

Other Insurance

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

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of

Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

False Claim

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

Group Policies

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

FLIGHT/TRIP DELAY INSURANCE

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

The Coverage Certificate below applies to the TD Business Travel *Visa* Card which will be referred to as a "TD Credit Card Account" throughout the Certificate:

Coverage Certificate

TD Home and Auto Insurance Company ("**TDH&A**") provides the insurance for this *Certificate* under Master Policy **No. TGV010** (the "***Policy***") issued to The Toronto-Dominion Bank. Claims administration and adjudication services are provided by Global Excel Management Inc.

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

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

SECTION 1 – DEFINITIONS

Account means *Your* TD Credit Card Account accessed using *Your* TD Credit Card or TD *Visa* Cheque

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

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 License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with Scheduled Airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet Aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a Common Carrier.

Covered Trip means travel on a *Common Carrier*, the fare for which is fully charged to *Your Account*, or paid for either in full or partially by TD Rewards Points earned on *Your* TD Rewards Program. If *Your* TD Rewards Points have only partially paid for *Your Common Carrier* fare, the balance of that fare must be fully charged to *Your Account*.

Dependent Child(ren) means those children residing with the *Account Holder*, under the age of **22** and unmarried, who are primarily dependent upon the *Account Holder* for maintenance and support. *Dependent Children* also means children beyond the age of **22** and unmarried, who are permanently, mentally and physically challenged and incapable of self-support. Also included in the definition of *Dependent Children* are the *Account Holder's Dependent Children* under the age of **26** and unmarried, who are classified as full-time students at an institution of higher learning.

Insured Person means the *Account Holder*, as well as the *Account Holder's Spouse* and *Dependent Children* whose name is on a *Common Carrier* ticket.

Spouse means either a person to whom the *Account Holder* is lawfully married, or the common-law spouse of an *Account Holder*. Common-law spouse shall mean a person (of the same or opposite sex) who has been living with the *Account Holder* continuously for at least **1** year and is publicly represented as the *Account Holder's* partner.

SECTION 2 – $500 FLIGHT/TRIP DELAY COVERAGE

In the event that a departure of a *Common Carrier* on a *Covered Trip* on which the *Insured Person* had arranged to travel is delayed for **4** hours from the time specified in the itinerary supplied to the *Insured Person*, TDH&A will pay **up to $500** for reasonable expenses for meals and accommodation while delayed and reasonable additional ground transportation expenses. Benefits payable are subject to the following:

1) Delay of a *Common Carrier* is caused by inclement weather which means any severe weather condition that delays the scheduled arrival or departure of a *Common Carrier*; or
2) Delay caused by equipment failure of a *Common Carrier*, which means any sudden, unforeseen breakdown in the *Common Carrier's* equipment that delays the scheduled arrival or departure of a *Common Carrier*; or
3) Delay due to an unforeseen strike or other job action by employees of a *Common Carrier*, which means any labour disagreement that delays the scheduled arrival or departure of a *Common Carrier*.

This coverage for Flight/Trip Delay does not include any loss caused directly and/or indirectly due to:

1) An event which was made public or known to the *Insured Person* prior to the date the trip was booked;
2) Laws, regulations or orders issued or made by any government or Public Authority;
3) Strikes or labor disputes that existed or of which advanced warning had been given prior to the date the *Covered Trip* was booked;
4) Cancellation due to the withdrawal from service temporarily or permanently of any *Common Carrier* on the orders or recommendations of any Port Authority or the Aviation Agency of any similar body in any country; or
5) A bomb search or bomb threat.

The Flight/Trip Delay benefit is excess over any other insurance or indemnity (including any reimbursements by the

Common Carrier) available to the *Insured Person*.

SECTION 3 – CLAIMS

If *You* have incurred a claim covered under the Flight/Trip Delay Insurance Plan, *You* must give notice by contacting *Our Administrator* within **45** days from the date of the occurrence of the delay.

To report *Your* claim, please call

1-866-374-1129 (toll-free) or +1-416-977-4425.

In the event of a claim covered under the Flight/Trip Delay Insurance Plan, a loss report will be mailed to the *Insured Person*. *You* should complete it in full and return it within **90** days from the date of occurrence of the delay.

The loss report shall include but may not be limited to:

- a copy of the *Common Carrier* ticket;
- a copy of the *Account* charge receipt or TD Credit Card statement for the cost of the *Common Carrier* and/or proof of redemption;
- itemized receipts for actual expenses incurred for essential items and other expenses incurred as a result of *Your* Flight/Trip Delay;
- written statement from the *Common Carrier* confirming the date and time of the *Common Carrier* delay;
- reason or circumstances surrounding the delay; and
- any other information reasonably required by *Our Administrator*.

SECTION 4 – INDIVIDUAL TERMINATION OF INSURANCE

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

a) the date the *Policy* is terminated

b) the expiration of the *Policy* term for which premium has been paid

c) the date the *Account Holder's* Account is cancelled or his or her *Account* privileges are terminated.

SECTION 5 – GENERAL CONDITIONS

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

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.

Master Policy: This *Certificate* is a description of coverage provided by *Policy* **No. TGV010** issued to The Toronto-Dominion Bank. All terms and conditions of the *Policy* govern. In no event does possession of multiple certificates or TD Credit Card *Accounts* entitle an *Insured Person* to benefits in excess of those described herein.

COMMON CARRIER TRAVEL ACCIDENT INSURANCE

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

The Coverage Certificate below applies to the TD *Business Travel Visa** Card which will be referred to as a "TD Credit Card Account" throughout the Certificate:

Coverage Certificate

TD Life Insurance Company ("**TD Life**") provides the insurance for this Certificate under Master Policy **No. TGV009** (the "***Policy***") issued to The Toronto-Dominion Bank. Claims administration and adjudication services are provided by Global Excel Management Inc.

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

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

Section 1 – Definitions

Accidental Bodily Injury(ies) means bodily injury which is accidental, is the direct source of a *Loss*, is independent of disease, illness or other cause and occurs while this *Policy* is in force.

Account means *Your* TD Credit Card Account accessed using *Your* TD Credit Card or TD *Visa* Cheque.

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

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

Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. Should a *Common Carrier* be delayed or rerouted, such that the carrier is required to arrange alternate transportation for its passengers, the definition of *Common Carrier* will extend to whatever conveyance is used for this purpose. Such alternate transportation need not be charged to *Your Account* for coverage to be in effect. *Common Carrier* is extended to include any Airline having a Charter Air Carrier's License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with

Scheduled Airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet Aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a Common Carrier.

Covered Trip means travel on a *Common Carrier*, the fare for which is fully charged to *Your Account*, or paid for either in full or partially by TD Rewards Points earned on *Your* TD Rewards Program. If *Your* TD Rewards Points have only partially paid for *Your Common Carrier* fare, the balance of that fare must be fully charged to *Your Account*.

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

Immediate Family Member means the *Spouse*, parents, grandparents, children age **18** and over, brother or sister of the *Insured Person*.

Insured Person means the *Account Holder*, as well as the *Account Holder's Spouse* and *Dependent Children* whose name is on a ticket or a rental agreement.

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

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

1) prevent the *Insured Person* from performing all the substantial and material duties of the *Insured Person's* occupation; and
2) causes a condition which is medically determined, by a physician approved by *Our Administrator*, to be of continuous and indefinite duration; and
3) require the continuous care of a physician, unless the *Insured Person* has reached his/her maximum point of recovery; and
4) prevent the *Insured Person* from engaging in any gainful occupation for which the *Insured Person* is qualified, or could be qualified, by reason of education, training, experience, or skill.

The *Permanent Total Disability* must have existed for **12** consecutive months.

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

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 mini vans that are manufactured to seat more than eight (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 either a person to whom the *Account Holder* is lawfully married, or the common-law *spouse* of an *Account Holder*. Common-law *spouse* shall mean a person (of the same or opposite sex) who has been living with the *Account Holder* continuously for at least one year and is publicly represented as the *Account Holder's* partner.

Section 2 – Common Carrier Accident Coverage

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

1) riding as a passenger in or entering or exiting any *Common Carrier*; or
2) at the airport, terminal or station, at the beginning or end of the *Covered Trip*.

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

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

1) immediately preceding the departure of the scheduled *Common Carrier* conveyance on which the *Insured Person* has purchased passage; and
2) immediately following the arrival of the scheduled *Common Carrier* conveyance on which the *Insured Person* was a passenger.

Section 3 – 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 by 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 4 – 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

Accidental Loss of	***Benefit Amount***
Life	$500,000
Speech and Hearing	$500,000
Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, a Foot or Sight of One Eye	$500,000
One Arm or One Leg	$375,000
One Hand or One Foot or Sight of One Eye	$333,350
Speech or Hearing	$333,350
Thumb and Index Finger of the same Hand	$166,650
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 **4** fingers of the same hand or **3** 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 **1** 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

Loss	*Benefit Amount*
Permanent Total Disability	$500,000
Coma	$500,000

(i) *Permanent Total Disability* benefits are available only to *You* and *Your Spouse*. Benefit amount (less any amount paid under Sections 4(A) and (B)) is payable if an *Insured Person* sustains *Permanent Total Disability* within **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 2, 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 5 – 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* of the *Insured Person* for transportation to the place where the *Insured Person's* body is located for the purpose of identifying the *Insured Person's* body. Such transportation must be via *Common Carrier* on the most direct route available.

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

B. Repatriation Benefit

When *Accidental Bodily Injuries* result in a loss of life benefit amount being payable, and the loss of life occurs at least 100 kilometers from the *Insured Person's* permanent city of residence, 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 6 – 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 7 – Exclusions

This *Policy* does not cover *Loss* caused by or resulting from any of the following:

(a) *Loss* occurring while the employee is in, entering or exiting any aircraft while acting or training as a pilot or crew member.

(b) *Loss* resulting from suicide, attempted suicide or loss that is intentionally self-inflicted.

(c) *Loss* caused by or resulting from a declared or undeclared war, but war does not include acts of terrorism.

(d) *Loss* caused by bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.

We shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

Section 8 – Making a Claim

Written Notice of Claim must be given to Global Excel Management Inc., 73 Queen Street, Sherbrooke, Quebec J1M 0C9 within **30** days after the occurrence or commencement of any *Loss* covered by this *Policy* or as soon as reasonably possible. Notice must include enough information to identify the *Insured Person* and *Account*. Failure to give Notice of Claim within **30** days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Written Proof of Loss must be given to *Our Administrator* within **90** days after the date of Loss, or as soon as reasonably possible.

At the time of a claim, *Our Administrator* is available to assist you or your representative in obtaining and completing the necessary claim forms. Call **1-866-374-1129**.

Section 9 – Individual Termination of Insurance

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

a) the date the *Policy* is terminated

b) the expiration of the *Policy* term for which premium has been paid

c) the date the *Account Holder's Account* is cancelled or his or her *Account* privileges are terminated.

Section 10 – General Conditions

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

Conformance with Statutes: Any terms of this *Policy* which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this *Policy* is issued are amended to conform to such statutes.

Physical Examination and Autopsy: *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.

Master Policy: This Certificate is a description of coverage provided by Policy **No. 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 Card *Accounts* entitle an *Insured Person* to benefits in excess of those described herein for any *Loss* sustained.

DELAYED AND LOST BAGGAGE INSURANCE

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

The coverage Certificate below applies to the TD Business Travel *Visa* Card which will be referred to as a "TD Credit Card" or "Card" throughout the Certificate:

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

Coverage Certificate

The terms of the Delayed and Lost Baggage Group Policy **No. TDVB112008** (the "***Master Policy***") issued by TD Home and Auto Insurance Company (Insurer) to The Toronto-Dominion Bank are described in this Certificate and effective December 1, 2008.

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

Section 1 – Definitions

Account(s) means *Your* TD Credit Card *Account* accessed using *Your* TD Credit Card.

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

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

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*.

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 not legal excuse for refusal.

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

Dependent Children means any natural child (legitimate or illegitimate), any legally adopted child, any step-child or any child dependent upon the *Account Holder* in a "parent-child" relationship for maintenance and support who is:

(i.) under the age of **21** years and unmarried, or

(ii.) under the age of **25** years, unmarried and in full time attendance at an institution of higher learning, or

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

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

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

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

Ticket means evidence of the fare paid for travel on a *Common Carrier* and paid in full on or after December 1, 2008 (1) by charge to *Your Account*, (2) by redemption of TD Rewards Points earned under *Your* TD Rewards Program or (3) by a combination of (1) and (2).

Section 2 – Who is covered

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

Section 3 – What are the Coverages

A. Delayed Baggage

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

B. Lost Baggage

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

The total benefits payable in respect of sub-sections A and B are subject to a maximum of **$1,000** per *Covered Person* per Trip.

To activate coverage, use *Your* Card to pay for the *Ticket* in full. Coverage will be in force while baggage is in the custody of the *Common Carrier*.

Section 4 – Termination of Coverage

Coverage terminates on the earliest of the following:

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

Section 5 – Exclusion and Limitations

No coverage is provided for:

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

Section 6 – Claims

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

(A) Initial Notification

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

Call toll-free between 8:00 a.m. and 8:00 p.m. Eastern Time Monday to Friday: **1-866-374-1129 or +1-416-977-4425**

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

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

(B) Written Proof

In the event of a claim covered under the Delayed/Lost Baggage Plan, a loss report will be mailed by the *Administrator* to the *Covered Person*. *You* should complete it in full and return it within **90** days from the date of occurrence of the delay or loss.

The loss report shall include but may not be limited to:

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

Section 7 – General Conditions

Legal Action Limitation Period

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

Other Insurance

The coverage provided by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance; it will reimburse the *Account Holder* only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other

Insurance contains provisions purporting to make its coverage non-contributory or excess. The *Policy* also provides coverage for the amount of the deductible of Other Insurance.

Subrogation with Respect to Lost Baggage

As a condition to the payment of any claim to an *Account Holder* under the *Policy*, the *Account Holder* and/or any *Covered Person* shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The *Account Holder* shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the *Account Holder* and/or *Covered Person*.

False Claim

If an *Account Holder* makes any claim knowing it to be false or fraudulent in any respect, such *Account Holder* shall no longer be entitled to the benefits of this protection nor to the payment of any claim made under the *Policy*.

Master Policy

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

EMERGENCY TRAVEL ASSISTANCE SERVICES

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

Our Administrator:
Global Excel Management Inc.
73 Queen Street
Sherbrooke, QC J1M 0C9

The service below applies to the TD Business Travel *Visa* Card which will be referred to as a "TD Credit Card":

Important Note

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

Multilingual Assistance Coordinators are on call 24 hours a day.

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

For Emergency Assistance 24 hours a Day:

In Canada and U.S.A. Call **1-800-871-8334**

In Other Countries Call Collect **416-977-8297**

1 – Medical Assistance Services

Medical Referrals

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

Medical Consultation and Monitoring

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

Medical Transportation

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

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

2 – Payment Assistance

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

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

3 – Travel Assistance Services

Legal Assistance

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

Emergency Cash Transfer

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

Lost Document and Ticket Replacement

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

Lost Luggage Assistance

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

TD Business Travel *Visa* Cardholders are also eligible for Delayed and Lost Baggage Insurance; however, this coverage is entirely separate from *Our Administrator* services (see your Coverage Certificate in this Document for details).

Translation Services

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

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

AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

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

The coverage Certificate below applies to the TD Business Travel *Visa* Card which will be referred to as a "TD Credit Card" throughout the Certificate.

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

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

Coverage Certificate

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

Effective September 1, 2010 TD Home and Auto Insurance Company (referred to in this certificate as the "Company") provides the insurance for this certificate under Policy **No. TDV092010** (referred to in this certificate as the "***Policy***").

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

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

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

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

Account means the account which TD maintains for the TD Credit Card.

Administrator means the service provider arranged by the Company to provide claims payment and administrative services under the *Policy*.

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

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

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

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

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

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

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

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

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

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

A. Collision/Loss Damage Insurance at a Glance

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

- *Your* TD Credit Card must be in good standing.
- *You* must initiate and complete the entire rental transaction with the same TD Credit Card.
- The full cost of the rental must be charged to *Your* TD Credit Card to activate coverage.
- Coverage is limited to one rental vehicle at a time, i.e. if during the same period there is more than one vehicle rented by the *Cardholder*, only the first rental will be eligible for these benefits.

- The length of time *You* rent the same vehicle or vehicles must not exceed **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, i.e. coverage will not be provided for either the first **48** consecutive days or any subsequent days. Coverage may not be extended for more than forty-eight **48** days by renewing or taking out a new rental agreement with the same or another *Rental Agency* for the same vehicle or another vehicle.
- Coverage is limited to loss/damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid *Loss of Use* charges.
- The *Cardholder* must decline on the rental contract the CDW option or its equivalent offered by the *Rental Agency*. (The Collision/Loss Damage Insurance coverage does not pay for the premium charged by the *Rental Agency* for the CDW offered by the *Rental Agency*.)
- Most vehicles are covered by the *Policy*. (A list of vehicles excluded from this coverage is outlined in the section "**Types of Vehicles Covered**".)
- The Collision/Loss Damage Insurance Program will provide coverage to *Cardholders* when the full cost of each rental of a vehicle (per use and mileage charges) is paid for using *Your* TD Credit Card and the *Car Sharing* Program's Collision/Loss Damage Insurance is declined.
- Coverage is available except where prohibited by law.
- Claims must be reported within **48** hours of the damage/loss occurring by calling **1-866-374-1129** (when in Canada or the United States) or, call collect **+1-416-977-4425**.

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

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

B. Collision/Loss Damage Covers

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

The length of time *You* rent the same vehicle or vehicles must not exceed **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.

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

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

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

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

C. Who is Eligible for Coverage?

Insured Persons as defined provided that:

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

D. Coverage Activation

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

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

E. Coverage Termination

There is NO Coverage when:

1. The *Rental Agency* reassumes control of the rental vehicle.
2. This Policy is cancelled.
3. *Your* rental period is more than **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.

F. Where Coverage is Available

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Section B, Part 7 (a) (b) or (c) above).

(See the section on "**Helpful Hints**" for tips on locations where use of this coverage may be challenged and what to do when a *Rental Agency* makes the rental or return of a vehicle difficult.)

G. Types of Vehicles Covered

The types of rental vehicles covered include:

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

The following vehicles are NOT covered:

1. vans, cargo vans or mini cargo vans (other than Mini-Vans as described above);
2. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
3. limousines;
4. off-road vehicles – meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. motorcycles, mopeds or motor bikes;
6. trailers, campers, recreational vehicles or vehicles not licensed for road use;

7. vehicles towing or propelling trailers or any other object;
8. mini-buses or buses;
9. any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over **$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.

IN THE EVENT OF AN ACCIDENT/THEFT

- **Within 48 hours**, call the *Administrator* toll-free **1-866-374-1129** if *You* are in Canada or the United States or call collect **(416) 977-4425**. The *Administrator's* representative will answer *Your* questions and send *You* a claim form.
- Decide with the rental agent which one of *You* will make the claim.
- **If the rental agent decides to settle the claim directly**, complete the accident report claim form and assign the right for the *Rental Agency* to make the claim on *Your* behalf on the claim form or other authorized forms. It is important to note that *You* remain responsible for the damage/loss and that *You* may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation 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, requested below, as possible 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
  - the original copy of the vehicle rental agreement
  - accident or damage report, if available
  - the itemized repair bill, or if not available, a copy of the estimate
  - receipt for paid repairs
  - police report, when available
  - copy of *Your* billing or pre-billing statement if any repair charges were billed to *Your* account

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

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

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

H. LEGAL ACTION

Legal Action Limitation Period

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

Helpful Hints

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

Rental Agencies in some countries may resist *Your* declining their CDW coverage. These *Rental Agencies* may try to encourage *You* to take their coverage or to provide a deposit. If *You* experience difficulty using *Your* CLD Insurance coverage, please call toll-free **1-866-374-1129** if *You* are in Canada or the United States or, call collect **(416) 977-4425** and provide:

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

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

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

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

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

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

PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

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

The Coverage Certificate below applies to the TD Business Travel *Visa* Card which will be referred to as a "TD Credit Card" throughout the Certificate:

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

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

Coverage Certificate

The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy **No. TDVP112008** (the "***Master Policy***") issued by TD Home and Auto Insurance Company ("**Insurer**") to
The Toronto-Dominion Bank are described in this Certificate and are effective as of January 19, 2009.

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

Section 1 – Definitions

Account(s) means *Your* TD Credit Card *Account* accessed using *Your* TD Credit Card or TD *Visa* Cheque.

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

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

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

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

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

Section 2 – What are the Insurance Benefits

(a) Purchase Security

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

(b) Extended Warranty Protection

(i) The Extended Warranty Protection Plan automatically provides extended warranty coverage for *Insured Items*, such coverage to commence immediately following the expiry of the applicable *Manufacturer's Warranty* for a period equal to the period of the *Manufacturer's Warranty* coverage or one year, whichever is the lesser, on most items purchased with the TD Credit Card as long as there is a *Manufacturer's Warranty* valid in Canada (automatic coverage is limited to warranties five years or less.) *Manufacturer's Warranties* greater than five years are covered if registered with 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;
- Credit Card record of charge or Credit Card statement;
- serial number of the item, if available;
- original *Manufacturer's Warranty* valid in Canada; and
- description of the product.

This protection is provided at no additional cost.

Section 3 – Policy Limits

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

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

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

Section 4 – Exclusions

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

Purchase Security

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

(i) cash or its equivalent, travellers cheques, tickets and any negotiable instruments;

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

(iii) perishables, animals or living plants;

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

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

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

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

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

(ix) items consumed in use; and

(x) services.

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

(i) abuse or fraud;

(ii) flood or earthquake;

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

(iv) normal wear and tear;

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

(vi) radioactive contamination;

(vii) inherent product defects;

(viii) normal course of play;

(ix) willful acts or omissions; and

(x) indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.

Extended Warranty Protection

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

(i) wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;

(ii) automobiles, motor boats, aircraft, drones, motorcycles, motor scooters and other motorized vehicles and parts and accessories thereof;

(iii) willful acts or omissions and improper installation or alteration;

(iv) ancillary costs;

(v) used or pre-owned items including demos;

(vi) consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered; and

(vii) inherent product defects.

Section 5 – Claims

The *Account Holder* must furnish the *Administrator* with proof of loss. This shall include a signed Loss Report.

(a) Initial Notification

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

Call toll-free between 8:00 a.m. and 8:00 p.m. Eastern Time Monday to Friday: **1-866-374-1129 or +1-416-977-4425**.

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

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

(b) Written Proof

(i) Purchase Security

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

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

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

(ii) Extended Warranty Protection

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

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

- a copy of the paid repair invoice;
- a copy of the store receipt;
- serial number of the Insured Item; and
- a copy of the Manufacturer's Warranty.

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

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

Section 6 – Termination of Insurance

This coverage terminates on the earliest of the following:

a) when *Your Account* is closed;

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

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

Section 7 – General Conditions

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

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

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

Due Diligence. The *Account Holder* shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the *Master Policy*. Where damage or loss is due to a malicious act, burglary, robbery, theft or 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*.

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

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

For Residents of Quebec, if you would like to view the French version of this document, you can access it by visiting https://bit.ly/45iPKej or following the QR code:

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